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No. 50] NEW DELHI, SATURDAY, DECEMBER 9, 2000/AGRAHAYANA 18, 1922

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह प्रसंग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)
PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय
नई दिल्ली, 24 नवम्बर, 2000

MINISTRY OF HOME AFFAIRS
New Delhi, the 24th November, 2000

का.आ. 2667:—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों को फेरबदल, अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, दिनांक 20-10-2000 से श्री बी. होता सं. निदेशक (स्था) समनुषंगी अधिसूचना ब्यूरो भुवनेश्वर को जो सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है और यह निर्देश देती है कि उक्त अधिकारी, समनुषंगी आसूचना ब्यूरो भुवनेश्वर निमंत्रणाधीन सभी सरकारी वास-सुविधा के संबंध में उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और अधिरोपित कर्तव्यों का पालन करेगा।

[सं. 1/सी-2/96-(भुभ)-1-पी. एफ.-4]
निर्मला देव, डेस्क अधिकारी/पी एफ-IV

S.O. 2667.—In exercise of the powers conferred by section 3 of the Public premises (eviction of unauthorised occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Sh. B. Hota, Assistant Director (Estt.), Subsidiary Intelligence Bureau, Bhubaneswar, a Gazetted Officer of the Government, to be the Estate Officer w.e.f. October 20, 2000 for the purposes of the said Act and directs that the said officer shall exercise the powers conferred and perform the duties, imposed on the Estate Officer by or under the said Act, in respect of all Government accommodation at Bhubaneswar under the control of Subsidiary Intelligence Bureau, Bhubaneswar.

[No. 1/CII/96(BHUB)-I-PF-IV]
NIRMALA DEV, Desk Officer/PF. IV

वित्त मंत्रालय
(राजस्व विभाग)

आदेश

नई दिल्ली, 22 नवम्बर, 2000

स्टाम्प

का.आ. 2668:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा में. ट्रांसमिशन कारपोरेशन आफ आन्ध्र प्रदेश लिमिटेड, हैदराबाद को मात्र तेरह करोड़ इक्यावन लाख पन्चानवे हजार सात सौ पचास रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र एक हजार आठ सौ दो करोड़ और इकसठ लाख रुपये के प्रत्येक एक-एक लाख रुपये के समग्र मूल्य के 13 प्रतिशत तथा 13.25 प्रतिशत विमोच्य अपरिवर्तनीय विद्युत बाण्डों (श्रृंखला 1/2000) पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 53/2000-स्टाम्प/फा. सं. 33/73/2000-बि.क.]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 22nd November, 2000

STAMPS

S.O. 2668.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Transmission Corporation of Andhra Pradesh Limited, Hyderabad to pay consolidated stamp duty of rupees thirteen crore fifty one lakh ninety five thousand seven hundred fifty only chargeable on account of the stamp duty on 13% and 13.25% Redeemable Non-Convertible Vidvat Bonds (Series I/2000) of rupees one lakh each aggregating to rupees one thousand eight hundred two crore and sixty one lakh only, to be issued by the said Company.

[No. 53/2000-Stamp/F. No. 33/73/2000-ST]

R. G. CHHABRA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 28 नवम्बर, 2000

(आयकर)

का.आ. 2669:—समसंख्यक फाइल से जारी की गई दिनांक 7 सितम्बर, 2000 की अधिसूचना सं. 11478 में पैरा-1 की तीसरी पंक्ति में "सर्वमंगला ट्रस्ट बोर्ड, बर्दवान"

को "श्री श्री सर्वमंगला ट्रस्ट बोर्ड, बर्दवान" के शब्दों द्वारा प्रतिस्थापित किया जाए। अधिसूचना की सभी अन्य विषय वस्तु अपरिवर्तित रहेंगी।

[अधिसूचना सं. 11564/फा. सं. 176/18/2000-
आयकर नि.-1]

समर भद्र, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 28th November, 2000

(INCOME-TAX)

S.O. 2669.—In the notification No. 11478 dated 7th September, 2000 issued from the file of even number, in the third line of paragraph 1, the words "Sarvamangala Trust Board, Burdwan" be substituted by the words "Sri Sri Sarvamangala Trust Board Burdwan". All other contents of the notification shall remain unchanged.

[Notification No. 11564/F. No. 176/18/2000-ITA-I]

SAMAR BHADRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 23 नवम्बर, 2000

का.आ. 2670:—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री अजीत कुमार, वित्त सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, नई दिल्ली को तत्काल प्रभाव से और अगले आदेश तक भारतीय रिजर्व बैंक के केन्द्रीय बोर्ड में निदेशक के रूप में नियुक्त करती है।

[फाइल सं. 9/8/2000-बी.ओ. I]

रमेश चन्द, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 23th November, 2000

S.O. 2670.—In exercise of the powers conferred by clause (d) of Sub-section (1) of Section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government, hereby nominates Shri Ajit Kumar Finance Secretary, Ministry of Finance, Department of Economic Affairs, New Delhi to be a director on the Central Board of the Reserve Bank of India with immediate effect and until further orders.

[F. No. 9/8/2000-B.O. I]

RAMESH CHAND, Under Secy.

नई दिल्ली, 27 नवम्बर, 2000

का.आ. 2671.—राष्ट्रीयकृत बैंक प्रबंध और प्रकीर्ण उप-बंध) स्कीम, 1970 के खण्ड 3 के उपखंड (i) के साथ पठित बैंककारी कंपनो (उत्क्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) नई दिल्ली में निदेशक श्री पी. एम. सिराजुद्दीन को तत्काल प्रभाव से और अगले आदेश होने तक पंजाब नेशनल बैंक के बोर्ड में निदेशक के रूप में नामित करती है।

[फा. सं. 9/8 2000-बो० ओ० -1]

रमेश चन्द अवर सचिव

New Delhi, the 27th November, 2000

S.O. 2671.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri P. M. Sirajuddin, Director, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi as a Director on the Board of Punjab National Bank, with immediate effect and until further orders.

[F. No. 9/8/2000-B.O. I]

RAMESH CHAND, Under Secy.

(बीमा-प्रभाग)

नई दिल्ली, 21 नवम्बर, 2000

का.आ. 2672.—भारतीय जीवन बीमा निगम के अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री ए. रामामूर्ति, प्रबंध निदेशक, भारतीय जीवन बीमा निगम को, तत्काल प्रभाव से 31-7-2002 तक अर्थात्

उनके सेवा-निवृत्ति की तारीख तक अथवा अगले आदेश होने तक, जो भी पहले हो, भारतीय जीवन बीमा निगम के सदस्य के रूप में एतद्वारा नियुक्त करती है।

[फा. सं. 14(5)/2000-बीमा-5]

आर. रंगनाथ, निदेशक

(Insurance Division)

New Delhi, the 21st November, 2000

S.O. 2672.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (21 of 1956) the Central Government hereby appoints Shri A. Ramamurthy, Managing Director, Life Insurance Corporation of India as Member of the said Corporation with immediate effect upto 31-7-2002 i.e. the date of his superannuation or till further orders whichever is earlier.

[F. No. 14(5)/2000 Ins. V]

R. RENGANATH, Director

नई दिल्ली, 21 नवम्बर, 2000

का.आ. 2673.—भारतीय जीवन बीमा निगम के अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री एन. सी. शर्मा, प्रबंध निदेशक, भारतीय जीवन बीमा निगम को, तत्काल प्रभाव से 30-11-2002 तक अर्थात् उनके सेवा-निवृत्ति की तारीख तक अथवा अगले आदेश होने तक, जो भी पहले हो, भारतीय जीवन बीमा निगम के सदस्य के रूप में एतद्वारा नियुक्त करती है।

[फा. सं. 14(5)/2000-बीमा-5]

आर. रंगनाथ, निदेशक

New Delhi, the 21st November, 2000

S.O. 2673.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956) the Central Government hereby appoints Shri N. C. Sharma, Managing Director, Life Insurance Corporation of India as Member of the said Corporation with immediate effect upto 30-11-2002 i.e. the date of his superannuation or till further orders whichever is earlier.

[F. No. 14(5)/2000-Ins. VI]

R. RENGANATH, Director

उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2674.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसारण के भारतीय मानक ब्यूरो एतद्वारा अधिभूचित करता है कि निम्न विवरण वाले लाइसेंस/लाइसेंसों का उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है:—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस में दिए गए प्रक्रम/वस्तु संवर्ध भारतीय मानक सहित	रद्द किए जाने की तिथि
1	2	3	4	5
1.	0371237	मै. वेद स्टील्स इंडस्ट्रियल एस्टेट, एंश बाग लखनऊ	आईएस 06914—संरचना इस्पात मानक किस्म बनाने के लिये ढलवां बिलेरिड गट एवं लगातार ढालने वाली बिलेट इंगट	1993-08-15

1	2	3	4	5
2.	0371338	मै. वेद स्टील्स इंडस्ट्रियल एस्टेट ऐश बाग, लखनऊ	आईएस 06915—संरचना इस्पात में बेलन हेतु ढलवां बुलट इंगट और सतत ढले ब्लेड	1993-08-15
3.	0585761	मै. अल्का इंडस्ट्रीज (पेंट्स) पी. जय प्रकाश नगर, अलम बाग, लखनऊ	आईएस 00427—वांछित रंग के शुष्क पाउडर डिस्टेंम्पर	1993-05-31
4.	0706343	मै. कृष्णा कार्बन पेपर कं., एलआरपी रोड, लखीमपुर खेरी	आईएस 01551—टाइपराइटर के लिए कार्बन पेपर	1993-06-15
5.	0818758	मै. अल्का इंडस्ट्रीज (पेंट्स) पी जय प्रकाश नगर, अलमबाग, लखनऊ	आईएस 00158—ब्रुश द्वारा लगाने के बिटूमनी, काला सीसा रहित, अम्ल क्षार और ऊष्मा प्रतिरोधी तैयार मिश्रित काले रोगन	1993-12-15
6.	1010816	मै. अल्का इंडस्ट्रीज (पेंट्स) पी. जय प्रकाश नगर, अलमबाग, लखनऊ	आईएस 02932—इलैमल संश्लिष्ट, बाहरी (क) अद्यः लेपन (ख) परिसज्जा	1993-11-30
7.	1318844	मै. श्याम इंजी. वर्क्स, 218, जयन्तीपुर, सलेम सराय, इलाहाबाद	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-06-30
8.	1318945	मै. नैनी ह्यूम पाइप्स गांव : भगोरी, तह-सितारगंज उधम सिंह नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-06-30
9.	1332535	मै. शर्मा सीमेंट पाइप वर्क्स गांव भन्नरोला, पी ओ बगवाड़ा तहसील—किछा, नैनीताल उधमसिंह नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-08-15
10.	1344643	मै. अमित वायर्स कुर्हा शहजानी, उन्नाव	आईएस 07181;—जल गैस सीवर के लिए क्षैतिज ढले लोहे के दोहरे फंलैज- युक्त पाइप	1993-09-30
11.	1347447	मै. स्वरूप इंडस्ट्रीज गांव : रजउ पारसपुर तह—फरीदपुर बरेली	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-10-15
12.	1437448	मै. अवध स्पन पाइप इंड. माथा बाजार, फैजाबाद	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-07-13
13.	1439755	मै. समर स्पन पाइप प्रॉडक्ट्स चौरी चौरा गोरखपुर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-08-14
14.	1457858	मै. बालाजी वेजिटेबल प्रॉडक्ट्स पी. बी. नं. 43, शाहजहांपुर रोड सीतापुर	आईएस 10633—वनस्पति	1993-09-30

1	2	3	4	5
15.	1474252	मै. कृष्णा कार्बन पेपर कं. एलआरपी रोड, लखीमपुर, खेरी	आईएस 01333—एक ड्रम वाली घूर्णी मशीन के लिए डुप्लीकेटिंग मशीन	1993-11-15
16.	1490654	मै. शक्ति इंडस्ट्रियल कारपोरेट जय नारायण वर्मा रोड समीप रेलवे क्रॉसिंग फतेहगढ़, फरुखाबाद	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-12-31
17.	1617349	मै. आर. के. सेठ वायर इंडस्ट्रीज शेड ए-1, इंड. एस्टेट, तालकटोरा, लखनऊ	आईएस 00398 (भाग 02)—शिरो- परि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 एल्युमीनियम चालक, जस्तीकृत इस्पात प्रबलित	1993-10-31
18.	1716553	मै. मेटल टैक्नोलॉजी कारपोरेशन सी-7, इंडस्ट्रियल एस्टेट, बनारस	आईएस 6455—एकल पंक्ति त्रिज्य बाल बेयरिंग	1993-07-31
19.	1838971	मै. प्रभात स्पन पाइप्स सेमरा मगरखल इलाबाद, बस्ती	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-06-30
20.	1855062	मै. बालाजी बेजिटेबल प्रॉडक्ट्स पी. बी. नं. 43, शाहजहांपुर रोड, सीतापुर	आईएस 11352—5 किग्रा. और 5 लीटर के पैकों में वनस्पति के पैकिंग के लिए नम्य पैकेजबंदी सामग्री	1993-07-15
21.	1981067	मै. ए. पी. कॉम्मर्स लि. कानपुर रोड, अमावसी, लखनऊ	आईएस 09301—गहुराई से पानी निकालने के हथवरमें	1993-05-31
22.	2015124	मै. कॉल्टस सीमेंट्स (प्रा) लि. हाल्ड गांव कमल वगजा नर्सिंह टोला, हल्द्वानी, नैनीताल	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1993-08-15
23.	2045739	मै. एग्रो डेयरी प्रोडक्ट्स, जी. टी. रोड, चंदौली, बनारस	आईएस 13334 (भाग 01)—मलाई युक्त दूध पाउडर भाग 1 मानक ग्रेड	1993-10-31
24.	2128541	मै. गोमती प्लास्टि प्रा. लि. प्लॉट नं. 16 व 17, सेक्टर 21, यू पी एस आई दी सी इन्ड. एरिया जगदीशपुर, सुल्तानपुर	आईएस 04984—पानी की आपूर्ति के लिए उच्च घनत्व वाले पोलिएथाइलीन पाइप	1993-06-30
25.	2134031	मै. झुनझुनवाला फोर्डर मिल्स गांव आशापुरी, सारनाथ, बनारस	आईएस 02052—पशुओं के लिए मिश्रित आहार	1993-07-15
26.	2159754	मै. पारिजात केमिकल इंडस्ट्रीज डी-11 विंग इंडस्ट्रियल एस्टेट, बनारस	आईएस 01061—फिनोलिक टाइप कीटनाशक द्रव	1993-09-30
27.	2160840	मै. शक्ति कंक्रीट प्रा. लि., सी-40, अमावसी इंड. एरिया, लखनऊ	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-10-15
28.	2167349	मै. जेम इंडस्ट्रीज योगेश्वर मठ मार्ग, तिकैत राय लखनऊ	आईएस 00694—1100 बो. तक की कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	1993-11-31
29.	2177352	मै. वैद्य इंडस्ट्रीज, बान्दा-बाबेरु रोड, बान्दा	आईएस 00694—1100 बो. तक की कार्यकारी वोल्टता के लिये पीवीसी रोधित केबल	1993-12-31
30.	2244644	म. भारतीय कंक्रीट पाइप प्लॉट नं. 7 मे 20 इंडस्ट्रीयल एरिया, बल	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-05-31

(1)	(2)	(3)	(4)	(5)
31. 2265248	मै. सिद्धार्थ उद्योग ग्राम-पासिया, पीओ सोहरतगढ़, सिद्धार्थ नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-07-31	
32. 2269761	मै. कृष्णा कंक्रीट गांव मेहरा, टप्पा-बानूर समीप इंड. एरिया, गोरखपुर रोड, देवरिया	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1993-08-15	
33. 2302228	मै. पुष्कर पेंट इंडस्ट्रीज, 19वां किमी स्टोन रायबरेली रोड, मोहनलाल गंज लखनऊ	आईएस 05410—सीमेंट रंग रोगन	1993-11-15	
34. 9007160	मै. मोहन पेंट्स गुडशेड रोड, ऐच. बम, लखनऊ	आईएस 02339—दोहरे पात्रों में सामान्य प्रयोजन के लिए एल्युमीनियम रोगन	1993-12-31	
35. 0591352	मै. प्रवीणजी नवीनजी 398 मुठी गंज, गैतम सिनेमा रोड, इलाहाबाद	आईएस 00868—सीलिंग वैक्स	1994-02-15	
36. 0833148	मै. श्री यू. पी. मेटल इंडस्ट्रीज, इंड. एरिया, संडीला, हरदोई	आईएस 001151—स्टील ड्यूब-संरचना कार्यों के लिए	1994-04-15	
37. 0900642	मै. राको मर्चेन्टाइल ट्रेडर्स बी 2, गवन इंड. एस्टेट, तालकटोरा रोड, लखनऊ	आईएस 00427—वांछित रंग के शुष्क डिस्टेंपर	1994-09-30	
38. 1171032	मै. त्रिवेणी प्रेस्टेस इंडस्ट्रीज गांव एवं पोस्ट त्रावल, इलाहाबाद	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-02-15	
39. 1250735	मै. सरारे प्लास्टिक्स 3, इंजीनियर्स कॉम्प्लेक्स, रायबरेली	आईएस 07834 (भाग 03)—जल आपूर्ति प्रयोजन हेतु क्लियर सीमेंट सहित इंजेक्शन संबंधित पीवीसी सांकेत फिटिंग भाग 3, 90" एल्बो की विशिष्ट अपेक्षाएं	1994-11-30	
40. 1268148	मै. हिन्दलको इंडस्ट्रीज पी.ओ. रेणकूट, सोनभद्रा	आईएस 07092 (भाग 02)—सिंचाई प्रयोजनों के लिए एल्युमीनियम मिश्रधातु के नलिकाएं भाग 2	1994-01-31	
41. 1381750	मै. दुर्गा पाइप इंडस्ट्री गांव हथोरा बजरंग पुराना, सीतापुर रोड, शाहजहांपुर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-02-28	
42. 1452242	मै. आनन्द इंडस्ट्रियल इंटरप्राइजेज इंडस्ट्रियल एस्टेट, गडबोपुर, फैजाबाद	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-09-30	
43. 1538252	मै. शान्ति जिप्स-एंड-टिन-प्रिड, ई-28, इंड. एरिया साइट नं. 1, उन्नाव	आईएस 10325—चौकोर कनस्तर-15 किग्रा. घी, वनस्पति, खाद्य तेलों और बेकरी भोजन के लिए	1994-03-15	
44. 1543144	मै. बालाजी वेजिटेबल प्रॉडक्ट्स पी.ओ. नं. 43 शाहजहांपुर रोड, सीतापुर	आईएस 10325—चौकोर कनस्तर-15 किग्रा घी वनस्पति, खाद्य तेलों और बेकरी भोजन के लिए	1994-03-31	
45. 1569869	मै. सोयाबीन एंड वनस्पति इंड. हल्द्वार (समीप-हल्द्वानी), नैनीताल	आईएस 10325—चौकोर कनस्तर-15 किग्रा. घी वनस्पति, खाद्य तेलों और बेकरी भोजन के लिए	1994-05-15	

1	2	3	4	5
46.	1788679	मै. मॉडर्न सीमेंट कंक्रीट वर्क्स कला धुन्धी, धुन्धी रोड, हल्द्वानी, नैनीताल	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-02-15
47.	1793167	मै. राधे श्याम स्टेशनरी मैन्यू 417/6, नवल गंज, लखनऊ	आईएस 00868—सीलिंग वैक्स	1994-02-28
48.	1803649	मै. अल्का इंडस्ट्रीज (पेंट्स) पी जय प्रकाश नगर अलमबाग, लखनऊ	आईएस 00133—इन्सुलेशन, आन्तरिक (क) अद्यतन (ख) परिसर	1994-03-15
49.	1806150	मै. अल्का इंडस्ट्रीज (पेंट्स) पी जय प्रकाश नगर अलमबाग लखनऊ	आईएस 00123—सामान्य प्रयोजन के लिए फिनिशिंग के लिए प्रयुक्त ब्रश से किए जाने वाले कम चमक वाले तैयार मिश्रित रंग, भारतीय मानक रंग सं. 445, 446, 448, 449, 451, 473 और लाल आक्सआईड (अनिर्दिष्ट रंग)	1994-03-31
50.	1834357	मै. सरन उद्योग बी-20/44 विजयाना ग्राम कालोनी भेलपुर, बनारस	आईएस 08749—बायोमैस ब्रूहा	1994-05-31
51.	1963570	मै. प्रभा स्पन पाइप्स प्रा. लि., इंड. एरिया बिज्जाबाद, बस्ती	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-03-31
52.	2095552	मै. जीप इंडस्ट्रियल सिडिकेट लिमिटेड 28, साउथ रोड, इलाहाबाद	आईएस 02083—फ्लश लाइट	1994-03-31
53.	2155241	मै. पुष्कर पेंट्स इंडस्ट्रीज, 19 वां, किमी स्टोन रायबरेली रोड मोहन लाल गंज, लखनऊ	आईएस 00158—ब्रश द्वारा लगाने के बिटुमनी काला, सीसा रहित, अम्ल क्षार और ऊष्मा प्रतिरोधी तैयार मिश्रित काले रंग	1994-09-30
54.	2155443	मै. पुष्कर पेंट्स इंडस्ट्रीज 19 वां किमी. स्टोन रायबरेली रोड, मोहन लाल गंज लखनऊ	आईएस 03536—तैयार मिश्रित रंग रंग, ब्रश करने लायक, लकड़ी के लिए प्राइमर	1994-10-22
55.	2155544	मै. पुष्कर पेंट्स इंडस्ट्रीज 19 वां, किमी. स्टोन रायबरेली रोड, मोहनलाल, गंज लखनऊ	आईएस 00123—सामान्य प्रयोग के लिए फिनिशिंग के लिए प्रयुक्त ब्रश से किए जाने वाले कम चमक वाले तैयार मिश्रित रंग, भारतीय मानक रंग सं. 445, 446, 448, 449, 451, 473 और लाल आक्सआईड (अनिर्दिष्ट रंग)	1994-10-22
56.	2200119	मै. वाराणसी जूट बेग इंडस्ट्री ई-9, इंड. एरिया राम नगर, वाराणसी	आईएस 02580—बस्तादि—सीमेंट पैक करने के लिए पटसन के कट्टे	1994-02-28
57.	2202123	मै. पंजाब स्टील वर्क्स, अशोक नगर चौरी चौरा गोरखपुर	आईएस 01786—कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्यासित इस्पात के सरिफ और तार	1994-02-28

1	2	3	4	5
58.	2204834	मै. पंजाब स्टील वर्क्स अशोक नगर चौरीचौरा गोरखपुर	आईएस 02062—सामान्य संरचना इस्पात	1994-02-28
59.	2252542	मै. सीमेंट प्रॉडक्ट्स इंटरप्राइसेज प्लॉट नं. 5 छोटा लालपुर पॉडेपुर (आजमगढ़ रोड) वाराणसी	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-02-28
60.	2262242	मै. अशोक आयरन एंड स्टील रोलिंग अशोक नगर, पी.ओ. चौरी चौरा गोरखपुर	आईएस 02062—सामान्य संरचना इस्पात	1994-07-15
61.	2265955	मै. राको मर्केन्टाइल ट्रेडर्स बी-2, गवर्न. इंड. एस्टेट, तालकटोरा रोड, लखनऊ	आईएस 00133—इनेमल, आंतरिक (क) अद्यःलेपन (ख) परिसज्जा	1994-07-31
62.	2272447	मै. भारतीय कंक्रीट पाइप उद्योग प्लॉट नं. 646 स्वीथा खुर्द शाहगंज-खट्टन रोड, जौनपुर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-08-15
63.	2282753	मै. शिराज फूड प्रा. लि., 101, कनकपुर दोयामी 11वां-12वां किमी. मुरादाबाद, चंदौसी रोड, मुरादाबाद	आईएस 01011 : बिस्कुट	1994-09-15
64.	2285557	मै. शारंग प्लास्ट इंजी. प्रा. लि., 21.5 किमी लखनऊ—बाराबंकी रोड, गांव एवं पीओ गढ़िया, बाराबंकी	आईएस 00309—सम्पीड़ित आक्सीजन गैस	1994-09-30
65.	2323337	मै. पुष्कर पेंट इंडस्ट्रीज 19 वां किमी. स्टोन रायबरेली रोड मोहन लाल गंज, लखनऊ	आईएस 00104—तैयार मिश्रित रंग रोगन क्रुश से लगाने वाला जिक क्रीम प्राइमर देना	1994-10-21
66.	2343848	मै. सांधा स्पन पाइप गांव कौरेमाउ पी.ओ.—चिलवारी, बहरैच	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-03-15
67.	2380450	मै. स्वरूप केमिकल्स जी-31 से 35, यूपीएसआईडीसी इंडस्ट्रियल एरिया देवारोड, चिन्हात, लखनऊ	आईएस 00562—ओएससी (एचसीएच) जल परिक्षेपणीय चूर्ण सांद्र	1994-06-30
68.	9019672	मै. हनुमन्त इंडस्ट्रीज गांव—ब्रगदवा, पीओ—उदय राज गंज सिद्धार्थ नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1994-07-15
69.	9021962	मै. जनता जिक इंडिया सैकेण्ड मिल पत्थर रामपुर रोड, नैनीताल	आईएस 03399—रबड़ उद्योग के लिए जिक आक्साइड	1994-07-31
70.	0770756	मै. श्री यू.पी. मेटल इंडस्ट्रीज इंड. एरिया, संदिला हरदोई	आईएस 01239 (भाग 01)—मृदु इस्पात की नालियां नालिकाकार सामग्रियां तथा पिटवां इस्पात की अन्य फिटिंग	1995-04-15

1	2	3	4	5
71.	1344239	मै. सराफ स्पन पाइप वर्क्स पीओ—रायपुर कन्डित, आजमगढ़	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1995-09-30
72.	1473048	मै. अवध स्पन पाइप (प्रा) लि; बी किमी. 17.6 लखनऊ फैजाबाद रोड, समीप सफेदाबाद, बाराबंकी	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1995-11-15
73.	1493256	मै. निर्मल सीमेंट फैक्टरी अधवनपुर मलकपुर मुरादाबाद	आईएस 00455—पोर्टलैंड घातुमल सीमेंट	1995-03-31
74.	1534749	मै. आर.एस. ह्यूम पाइप्स गांव राजसपारसपुर तह—फरीदापुर बरेली	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1995-03-31
75.	1642651	मै. रणधीर रोलिंग मिल्स इंड. एस्टेट, तालकटोरा रोड, लखनऊ	आईएस 01786—कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धवित इस्पात के सरिए और तार	1995-08-31
76.	1804247	मै. अल्का इंडस्ट्रीज (पेंट्स) जय प्रकाश नगर, आलमगढ़, लखनऊ	आईएस 02339—दोहरे पात्रों में सामान्य प्रयोजन के लिए एल्युमीनियम रोगन	1995-03-15
77.	1805956	मै. अल्का इंडस्ट्रीज (पेंट्स) जय प्रकाशनगर, आलमगढ़, लखनऊ	आईएस 00428—डिस्टेंपर तेल पायस- नीय रंग	1995-03-31
78.	1807859	मै. अल्का इंडस्ट्रीज (पेंट्स) जय प्रकाश नगर, आलमगढ़, लखनऊ	आईएस 02074—प्राइमिंग हेतु हवा में सूखने वाला रेडआक्साइड जिंक क्रोम तैयार शुदा रोगन	1995-03-31
79.	1914759	मै. निर्मल उद्योग (प्रा) लि. पी.ओ. अधवनपुर, मुरादाबाद	आईएस 00455—पोर्टलैंड घातुमल सीमेंट	1995-03-31
80.	2278358	मै. टैक्निकल एसोसिएट्स इंड, फैजाबाद रोड, समीप मारुति वर्कशाप, लखनऊ	आईएस 00398 (भाग 02)—शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक भाग 2 जक्तीकृत इस्पात प्रबलित एल्युमीनियम चालक	1995-08-31
81.	9013559	मै. सनलाइट फाउण्ड्री लखनऊ रोड, बाराबंकी	आईएस 09020—पावर श्रेशर की सुरक्षा अपेक्षाएं	1995-04-15
82.	9046776	मै. भारतीय टिन उद्योग बिटोरिया नं. 1 पीओ. हरिपुर नायक हल्द्वानी नैनीताल	आईएस 10325—चौकोर कनस्तर—15 किग्रा. घी वनस्पति और खाद्य तैलों व बेकरी मोयन हेतु	1995-04-15
83.	9049479	मै. शक्ति स्पन पाइप्स भूरानी गदरपुर रोड, रुद्रपुर, उधम सिंह नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1995-05-31

1	2	3	4	5
84.	9052771	मै. उत्तरांचल कंक्रीट प्रॉडक्ट्स सी-4 इंड. एरिया, साइट-1 बाजपुर उधम सिंह नगर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1995-06-29
85.	9059886	मै. नसीर पैकेजिंग प्रा. लि., 908 एम बेगम बाजार, बम्बोली, इलाहाबाद	आईएस 10212 (भाग 01)—विस्फोटकों के पैकेज हेतु सामान्य अपेक्षाएं भाग 1 व्यापारिक उच्च विस्फोट	1995-08-29
86.	9062269	मै. ए. एन. सीमेंट (प्रा) लि., बाछरों, मुरादाबाद	आईएस 00269—33 ग्रेड साधारण	1995-11-13
87.	9068483	मै. पैराडाइस पेंट्स प्रा लि., गांव—नौबस्ता कलां चिन्हात—देवा रोड, सम्मुख नेडा आफिस लखनऊ	आईएस 00133—इन्तैमल, आन्तरिक (क) अद्यःलेपन (ख) परिसज्जा	1995-11-09

[सं. सी एम डी/13: 13]
वी. के. जैन, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 15th November, 2000

S.O. 2674.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and Address of the licensee	Article/process with relevant Indian Standard covered by the licence cancelled	Date of cancellation
1	2	3	4	5
1.	0371237	M/s. Vaid Steels, Indl. Estate, Ais Baghi Lucknow.	IS 06914—Cast billets ingots and continuously cast billets for rolling into structural steel (Standard quality).	1993-08-15
2.	0371338	M/s. Vaid Steels, Indl. Estate, Ais Bagh, Lucknow.	IS 06915—Cast billets ingots and continuously cast billets for rolling into structural steel (ordinary quality).	1993-08-15
3.	0585761	M/s. Alka Industries (Paints), P, Jai Prakash Nagar, Alam bagh Lucknow.	IS 00427—Distemper, dry, colour as required (Revised).	1993-05-31
4.	0706343	M/s. Krishna Carbon Paper Co., LRP Road, Lakhimpur Kheri.	IS 01551—Carbon papers—typewriter.	1993-06-15
5.	0818758	M/s. Alka Industries (Paints) P, Jai Prakash Nagar, Alambagh, Lucknow.	IS 00158—Ready mixed paint, brushing, bituminous, black lead-free, acid alkali and heat resisting.	1993-12-15

1	2	3	4	5
6. 1010816	M/s. Alka Industries (Paints) Pvt. Ltd. Jai Prakash Nagar, Alambagh, Lucknow.	IS 02932—Enamel, synthetic, exterior (a) undercoating, (b) finishing.	1993-11-30	
7. 1318844	M/s. Shyam Engg. Works, 218, Jaintipur, Sulem Sarai, Allahabad.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-06-30	
8. 1318945	M/s. Naini Hume Pipes, Vilbhagoriteh-Sitarganj, Udham Singh Nagar.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-06-30	
9. 1332535	M/s. Sharma Cement Pipe Works, Village Bhamrola, P.O. Bagwara, Tehsil Kichha, Nainital, Udham Singh Nagar.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-08-15	
10. 1344643	M/s. Amit Wires , Kurha Sahjani, Unnao.	IS 07181—Horizontally cast iron double flanged pipes for water, gas and sewage.	1993-09-30	
11. 1347447	M/s. Swarup Industries, Village Rajau Paraspur, Tehsil Faridpur, Bareilly.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-10-15	
12. 1437448	M/s. Awadh Spun Pipe Inds., Maya Bazar, Faizabad.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-07-31	
13. 1439755	M/s. Amar Spun Pipe Products, Chauri Chaura, Gorakhpur.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-08-14	
14. 1457858	M/s. Balaji Vegetable Products, P.B. No. 43, Shajahanpur Road, Sitapur.	IS 10633—Vanaspati.	1993-09-30	
15. 1474252	M/s. Krishna Carbon Paper Co., LRP Road, Lakhimpur Hheri.	IS 01333—Ink, duplicating, for single drum rotary machine.	1993-11-15	
16. 1490654	M/s. Shakti Industrial Corporat, Jai Narain Verma Road, Near Rly. Crossing, Fatehgarh, Farukhabad.	IS 00458—Precast concrete pipes (with and without reinforcement).	1993-12-31	
17. 1617349	M/s R.K. Seth Wire Industries Shed A-1 Indl. Estate Talkatora Lucknow	IS 00398 (Part 02)—Aluminium Conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel- reinforced	1993-10-31	
18. 1716553	M/s Metal Teshnology Corporation C-7, Induttrial Estate Varanasi	IS 06455—Single row radial ball bearings	1993-07-31	
19. 1838971	M/s Prabhat Spun Pipes Semra Magharkhal Ilabad Basti	IS 00458—Precast concrete pipes (with and without reinforcement)	1993-06-30	
20. 1855062	M/s Balaij Vegetable Products P.B. No. 43 Shajahan Pur Road, Sitapur	IS 11352—Flexible pouches for the packing of Vanaspati upto 5 kg or 5 litres	1993-07-15	
21. 1981067	-M/s A.P. Commerce Ltd. Kanpur Road, Amausi, Lucknow	IS 09301—Deepwell hand pumps	1993-05-31	
22. 2015124	M/s Colts Cements (P) Ltd. Hald Village Kamal Wagaza, Narsingh Tola, Haldwani Nainital	IS 00269—33 grade ordinary portland cement	1993-08-15	
23. 2045739	M/s Agro Dairy Prdoucts G.T. Road, Chandauli, Varanasi	IS 13334 (Part 01)—Skimmed milk powder: Part 1 Standard grade	1993-10-31	

1	2	3	4	5
24. 2128541	M/s Gomati Plastic Pvt. Ltd. Plot No. 16 & 17, Sector 21 UPSIDC Indl. Area Jagdishpur, Sultanpur	IS 04984—High density polyethylene pipes for water supply	1993-06-30	
25. 2134031	M/s Jhunjhunwala Fodder Mills Village Asha Purpo, Sarnath, Varanasi	IS 02052—Compounded feeds for cattle	1993-07-15	
26. 2159754	M/s Parijat Chemical Industries D-11, Big Industrial Estate, Varanasi	IS 01061—Disinfectant fluids, phenolic type	1993-09-30	
27. 2160840	M/s Shakti Concrete Pvt Ltd. C-40, Amausi Indl. Area Lucknow	IS 00458—Precast concrete pipes (with and without reinforcement)	1993-10-15	
28. 2167349	M/s Gem Industries Yogeshwar Math Marg, Tikait Rai Talav, Lucknow	IS 00694—PVC Insulated cables for working voltages upto & including 1100V	1993-11-30	
29. 2177352	M/s Vidya Industries Banda-Baberu Road, Banda	IS 00694—PVC Insulated cables for working voltages upto & including 1100 V	1993-12-31	
30. 2244644	M/s Bhartiya Concrete Pipe Udyog Plot No. 7 to 20 Industrial Area Balrampur Gonda	IS 00458—Precast concrete pipes (with and without reinforcement)	1993-05-31	
31. 2265248	M/s Siddharth Udyog Gram Parsiapo Sohratgarh Siddhartha Nagar	IS 00458—Precast concrete pipes (with and without reinforcement)	1993-07-31	
32. 2269761	M/s Krishna Concrete Village Mehra, Tappa-Dhaturanear Indl. Area Gorakhpur Road, Deoria	IS 00458—Precast concrete pipes (with and without reinforcement)	1993-08-15	
33. 2302228	M/s Pushkar Paint Industries 19th Km Stone Rae Bareilly Road, Mohanlal Ganj, Lucknow	IS 05410—Cement paint	1993-11-15	
34. 9007160	M/s Mohan Paints Goodshed Road, Aish Bagh, Lucknow	IS 02339—Aluminium paint for general purposes, in dual container	1993-12-31	
35. 0591352	M/s Praveenjee Naveenjee 398, Muthi Ganj, Gautam Cinema Road, Allahabad	IS 00868—Sealing wax	1994-02-15	
36. 0833148	M/s Shri U.P. Metal Industries Indl. Area, Sandilahardoi	IS 01161—Steel tubes for structural purposes	1994-04-15	
37. 0900642	M/s Rako Mercantile Traders B-2, Govt. Indl., Estate Talkatora Road Lucknow	IS 00427—Distemper, dry, colour as required (revised)	1994-09-30	
38. 1171032	M/s Triveni Prestress Industries Village & P.O. Thrawai, Allahabad	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-03-15	
39. 1250735	M/s Sarare Plastics 3, Engineer's Complex Rae Bareli	IS 07834 (Part 03)—Injection molded PVC socket fittings with solvent cement joints for water supplies: Part 3 Specific requirements for 90 degree elbows	1994-11-30	
40. 1268148	M/s Hindalco Industries P.O. Renukoot, Sone Bhadra	IS 07092 (Part 02)—Aluminium alloy tubes for irrigation purposes: Pt. 2 Extruded tubes	1994-01-31	
41. 1381750	M/s Durga Pipe Industry Village Hathora Bujarg, Old Sitapur Road, Shah Jahanpur	IS 00458—Precast concrete pipes with and without reinforcement)	1994-02-28	

1	2	3	4	5
42. 1452242	M/s. Anand Industrial Enterprises Industrial Estate, Gaddopur Faizabad	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-09-30	
43. 1538252	M/s Shanti Zippers & Tin Print E-28, Indl. Area Site No. 1 Unnao	IS 10325—Square tins—15 kg for ghee, VANASPATI edible oils and bakery shortenings	1994-03-15	
44. 1543144	M/s Balaji Vegetable Products P.B. No. 43 Shajahan Pur Road Sitapur	IS 10325—Square tins—15 kg for ghee, VANASPATI edible oils and bakery shortenings	1994-03-31	
45. 1569869	M/s Soyabeen & Vanaspati Industry Halduicur (Near Haldwani) Nainital	IS 10325—Square tins—15 kg for ghee, VANASPATI edible oils and bakery shortenings	1994-05-15	
46. 1788679	M/s Modern Cement Concrete Works Kala Dhunghi Road, Haldwani Nainital	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-02-15	
47. 1793167	M/s Radhey Shyam Stationery Mart 418/6, Nawal Ganj Lucknow	IS 00868—Sealing wax	1994-02-15	
48. 1803649	M/s Alka Industries (Paints) Jai Prakash Nagar, Alambagh, Lucknow	IS 00133—Enamel, interior (a) undercoating, (b) finishing	1994-03-15	
49. 1806150	M/s Alka Industries (Paints) Jai Prakash Nagar, Alambagh, Lucknow	IS 00123—Ready mixed paint, brushing, Finishing, semi-gloss, or general purposes Indian Standard Colours No. 445, 446, 448, 449, 451, 473 and red oxide (colour unspecified)	1994-03-31	
50. 1834357	M/s Saran Udyog B-20/44, Vijayana Gram Colony Bhelupur Varanasi	IS 08749—Bio-gas stove	1994-05-31	
51. 1963570	M/s Prabha Spun Pipes Pvt. Ltd. Indl Area Khalilabad Basti	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-03-31	
52. 2095552	M/s Geep Industrial Syndicate Ltd. 28 South Road, Allahabad	IS 02083—Flashlights	1994-03-31	
53. 2155241	M/s Pushkar Paint Industries 19th Km Stone Raebareilly Road Mohan Lal Ganj Lucknow	IS 00158—Ready mixed paint, brushing, bituminous, black lead-free, acid, alkali and heat resisting	1994-09-30	
54. 2155443	M/s Pushkar Paint Industries 19th Km Stone Raebareilly Road Mohan Lal Ganj Lucknow	IS 03536—Ready mixed paint, brushing, wood primer, pink	1994-10-22	
55. 2155544	M/s Pushkar Paint Industries 19th Km Stone Raebareilly Road Mohan Lal Ganj Lucknow	IS 00123—Ready mixed paint, brushing, finishing, semi gloss, for general purposes to Indian Standard Colours No. 455, 446, 448, 449, 451, 473 and red oxide (colour unspecified)	1994-10-22	
56. 2200119	M/s Varanasi Jute Bag Industry E-9, Indl. Area Ram Nagar Varanasi	IS 02580—Textiles—Jute sacking bags for packing cement	1994-02-28	
57. 2202123	M/s Punjab Steel Works Ashok Nagar Chauri Chaura Gorakhpur	IS 01786—High strength deformed steel bars and wires for concrete reinforcement	1994-02-28	

1	2	3	4	5
58. 2204834	M/s Punjab Steel Works Ashok Nagar Chauri Chaura Gorakhpur	IS 02062—Steel for general structural purposes	1994-02-28	
59. 2252542	M/s Cement Products Enterprises Plot No. 5, Chhota Lalpur, Pandeypur (Azamgarh Road), Varanasi	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-02-28	
60. 2262242	M/s Ashok Iron & Steel Rolling Ashok Nagar, P.O. Chauri Chaura Gorakhpur	IS 02062—Steel for general structural purposes	1994-07-15	
61. 2265955	M/s Rako Mercantile Traders B-2, Govt. Indl. Estate Talkatora Road Lucknow	IS 00133—Enamel, interior (a) undercoating, (b) finishing	1994-07-31	
62. 2272447	M/s Bhartiya Concrete Pipe Udyog Plot No. 646, Sweetha Khurd, Shahganj—Khuttan Road, Jaunpur	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-08-15	
63. 2282753	M/s Shiraj Food Pvt. Ltd. 101, Kanakpur Doyamth-12th Km Moradabad—Chandausi Road Moradabad	IS 01011—Biscuits	1994-09-15	
64. 2285557	M/s Sharang Plats Engg Pvt. Ltd. 21.5 Km Lucknow—Barabanki Road Village & PO Gadia Bara Banki	IS 0309—Compressed oxygen gas	1994-09-30	
65. 2323337	M/s P. shkar Paint Industries 19th Km Stone Raebareilly Road Mohan Lal Ganj Lucknow	IS 00104—Ready mixed paint, brushing, zinc chromer priming	1994-10-21	
66. 2343848	M/s Sangha Spun Pipe Vill. Kauremau P.O.—Chjlwariabah Raich Bahraich	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-03-15	
67. 2380450	M/s Swarup Chemicals G-31 to 35 UPSIDC Industrial Area, Deva Road, Chinhaat, Lucknow	IS 00562—BHC, (HCH) Water dispersible powder concentrates	1994-06-30	
68. 9019672	M/s Hanumant Industries Village—Bargadwa P.O.-Udai Raj Ganj Sidharth Nagar Sidharth Nagar	IS 00458—Precast concrete pipes (with and without reinforcement)	1994-07-15	
69. 9021962	M/s Janata Zinc India Second Mile Stone Rampur Road Nainital Haldwani Nainital	IS 03399—Zinc oxide for rubber industry	1994-07-31	
70. 0,70756	M/s Shri U.P. Metal Industries Indl. Area, Sandi Lahardoi	IS 01239 (Part 01)—Mild steel tubes, tubulars and other wrought steel fittings, Part 1: Mild steel tubes	1995-04-15	
71. 1344239	M/s Saraf Spun Pipe Works P.O. Raipur Kanjhit Azamgarh	IS 00458—Precast concrete pipes (with and without reinforcement)	1995-09-30	
72. 1473048	M/s Avadh Spun Pipe (P) Ltd. B Km 17.6, Lucknow Faizabad Road, Near Safedabad, Barabanki	IS 00458—Precast concrete pipes (with and without reinforcement)	1995-11-15	
73. 1493256	M/s Nirmal Cement Factory Aghwan Pur Mailak Pur Moradabad	IS 00455—Portland slag cement	1995-03-31	

1	2	3	4	5
74. 1534749	M/s R.S. Hume Pipes Village Rajasparasapur Teh. Faridpur Bareilly	IS 00458—Precast concrete pipes (with and without reinforcement)	1995/03/31	
75. 1642651	M/s Randhir Rolling Mills Indl. Estate Talkatora Road Lucknow	IS 01786—High strength deformed steel bars and wires for concrete reinforcement	1995-08-31	
76. 1804247	M/s Alka Industries (Paints) P. Jai Prakash Nagar, Alambagh, Lucknow	IS 02339—Aluminium paint for general purposes, in dual container	1995-03-15	
77. 1805956	M/s Alka Industries (Paints) P. Jai Prakash Nagar, Alambagh, Lucknow	IS 00428—Distemper, oil, emulsion, colour as required	1995-03-31	
78. 1807859	M/s Alka Industries (Paints) P. Jai Prakash Nagar, Alambagh, Lucknow	IS 02074—Ready mixed paint, air drying, red oxide-zinc chrome, priming	1995-03-31	
79. 1914759	M/s Nirmal Udyog Pvt. Ltd. P.O. Aghwanpur Moradabad	IS 00455—Portland slag cement	1995-03-31	
80. 2278358	M/s Technical Associates Industry Faizabad Road Near Maruti Workshop Lucknow	IS 00398 (Part 02)—Aluminium conductors for overhead transmission purposes: Part 2 Aluminium conductors, galvanized steel- reinforced	1995-08-31	
81. 9013559	M/s Sunlight Foundry Lucknow Road, Bara Banki Bara Banki	IS 09020—Safety requirements for power threshers	1995-04-15	
82. 9046776	M/s Bhartiya Tin Udyog Bitoria No. 1 Gair Vesali P.O. Haripur Naik, Haldwani Nainital	IS 10325—Square tins—15 kg for ghee, VANASPATHI edible oils and bakery shortenings	1995-04-15	
83. 9049479	M/s Shakti Spun Pipes Bhuraram Gadarpur Road Rudrapur Udham Singh Nagar	IS 00458—Precast concrete pipes (with and without reinforcement)	1995-05-31	
84. 9052771	M/s Uttranchal Concrete Production C-4, Industrial Area Site—Ibazzpur Udham Singh Nagar	IS 00458—Precast concrete pipe. (with and without reinforcement)	1995-06-29	
85. 9059886	M/s Naseer Packaging Pvt. Ltd. 908 M Begum Bazar, Bamrauli Allahabad	IS 10212 (Part 01)—General requirements for packages of explosives: Part 1 Commercial high explosives	1995-08-29	
86. 9062269	M/s A N Cement (P) Ltd. Bachhraon Moradabad	IS 00269—33 grade ordinary portland cement	1995-11-13	
87. 9068483	M/s Paradise Paints Pvt. Ltd. Village-Naubasta Kalanchinhat— Deva Road, Opp. Neda Office Lucknow	IS 00133—Enamel, interior(a) undercoating, (b) finishing	1995-11-09	

नई दिल्ली, 16 नवम्बर, 2000

का.आ. 2675.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण के भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंस/लाइसेंसों का उनके आगे दर्शायी गई तारीख से रद्द कर दिया गया है :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	लाइसेंसधारी का नाम व पता	लाइसेंस में दिए गए प्रक्रम/वस्तु संबंध भारतीय मानक सहित	रद्द किए जाने की तिथि
1	2	3	4	5
1.	1108328	मै. रोहिलखण्ड सीमेंट स्पन पाइप पारसखेडा पी. ओ. नदोसी रामपुर रोड, बरेली	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1996-08-31
2.	1135432	मै. बंसल इस्पात (लखनऊ) प्रा. लि. बी-VI इंड. एरिया नदेरगंज सामने : अमावसी एयरोड्रम, लखनऊ	आईएस 01786—कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्धापित इस्पात सरिए और तार	1996-07-15
3.	1280239	मै. केमीकल्स एंड इंसेक्टीसाइड्स रामनगर, करंजहा रेलवे स्टेशन कुसुमि गोरखपुर	आईएस 03903—डाईमिथोएट पायसनीय सांद्र	1996-02-29
4.	1349451	मै. सर्वोत्तम स्पन पाइप्स जगदीशपुर इंडस्ट्रियल एस्टेट, सेक्टर 4 (अमेठी) जगदीशपुर, सुलतानपुर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1996-10-31
5.	1432236	मै. बंसल इस्पात (लखनऊ) प्रा. लि. बी-VI इंड एरिया नदेरगंज सामने—अमावसी एयरोड्रम, लखनऊ	आईएस 02062—सामान्य संरचना इस्पात	1996-07-15
6.	1653757	मै. भवानी प्लास्टिक्स गोरा पराओ गांव हरिपुर पूर्णानन्द नैनीताल	आईएस 10840—वनस्पति की पैकिंग के लिए ब्लोमोल्डकृत एच डी पी ई डिब्बे	1996-01-31
7.	1774365	मै. शिव पार्वती इंडस्ट्रीज प्लाट नं. ए-3 इंडस्ट्रियल एरिया बस्ती	आईएस 00458—पूर्व ढलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1996-01-15
8.	2155645	मै. पुष्कर पेंट इंडस्ट्रीज 19 वां किमीस्टोन राइबरेली रोड मोहन लाल गंज लखनऊ	आईएस 02074—तैयार मिश्रित रंग रोगन हवा से सूखने वाले, रेड ऑक्साइड जिक क्रोम वाले, पहली सतह	1996-09-30
9.	2279663	मै. पुष्कर पेंट इंडस्ट्रीज 19 वां किमी स्टोन राइबरेली रोड, मोहन लाल गंज लखनऊ	आईएस 00427—वांछित रंग के शुष्क डिस्टेंपर	1996-09-15
10.	2279764	मै. पुष्कर पेंट इंडस्ट्रीज 19 वां किमी. स्टोन राइबरेली रोड, मोहन लाल गंज लखनऊ	आईएस 00428—डिस्टेंपर तेल पायसनीय रंग	1996-09-15

(1)	(2)	(3)	(4)	(5)
11. 2301731	मै. इंडियन टरपेन्टाइन एंड रोजिन, पी.ओ. क्लेटजर हकगंज, बरेली	आईएस 01061—फिनोलिक टाइप कीट- नाशक द्रव	1996-11-15	
12. 9077282	मै. हिन्दुस्तान सेफ्टी ग्लास वर्क्स; जी.टी. रोड, बामरोली, इलाहाबाद	आईएस 02553 (भाग 02)—पुरक्षा कांच भाग 2 सड़क परिवहन के लिए	1996-01-15	
13. 9081980	मै. आर के प्रिकास्ट कंक्रीट मैनु., आर-20, डी-58, खिल्लाबाद इंड. एरिया, बस्ती	आई एस 00458—पूर्व डलित कंक्रीट पाइप (प्रबलन सहित और रहित)	1996-04-23	
14. 9088691	मै. स्वरूप केमीकल्स, जी-31, से 35 यूपीएसआई डीसी इंड एरिया, देवा रोड, चिन्हात, लखनऊ	आई एस-01488—2, 4-डी सोडियम लवण तकनीकी ग्रेड	1996-07-03	
15. 9004760	मै. कृष्णा केमीकल्स, 43-सी कन्टोमेंट रोड, समीप-हुसैन गंज, पावर हाउस, लखनऊ	आईएस 01061—फिनोलिक टाइप कीटनाशक द्रव	1997-11-30	
16. 9006158	मै. कनोडिया केमीकल्स एंड इंड., पी. ओ. रेणुकूट, सोनभद्रा	आईएस 00561—बीएचसी, (एचसी एच) भुरकन पाउडर	1997-12-31	
17. 9046473	मै. गोयल केमीकल्स, 188 नगौरगोडा रोड, बहरौच	आईएस 00561—बीएचसी (एचसी एच) भुरकन पाउडर	1997-03-31	
18. 9051870	मै. कनोडिया केमीकल्स एंड इंडस्ट्रीज, पी. ओ. रेणुकूट, सोनभद्रा	आईएस 00562—बीएच सी (एचसी एच) जल परिक्षेपणीय चूर्ण सांद्र	1997-01-31	
19. 9058783	मै. पेराडाइस पेंट्स प्रा. लि., गांव-नौबस्ता, कलाचिन्हात-देवा रोड, सम्मुख-नेडा आफिस, लखनऊ	आईएस 00158—बुश द्वारा लगाने के बिटूमनी काला, सीसा रहित अम्ल क्षार और उष्मा प्रतिरोधी तैयार मिश्रित काला रोगन	1997-07-15	
20. 9059987	मै. पेराडाइस पेंट्स प्रा. लि., गांव नौबस्ता, कलाचिन्हात-देवा रोड, सामने-नेडा आफिस, लखनऊ	आई एस 05410—सीमेंट रंग रोगन	1997-08-17	
21. 9060164	मै. हंस मेटल्स प्रा. लि., ई-12, 13, इंडस्ट्रियल एरिया, भरूआ, सुमैरपुर हमौरपुर	आईएस 02062—सामान्य संरचना इस्पात	1997-08-15	
22. 9062370	मै. जिन्दल एग्री इंडस्ट्रीज, जे-4, इंडस्ट्रियल एरिया, पारसखे, राइबरेली	आईएस 06595—साफ और ठंडे पानी के लिए क्षैतिज अपकेन्द्री पम्प	1997-08-31	
23. 9070672	मै. कामाख्या एग्री इंडस्ट्रीज, समीप-भदौरा क्रॉसिंग, पी ओ भदौरा, गाजीपुर	आई एस 02052—पशुओं के लिए मिश्रित आहार	1997-12-15	
24. 9071775	मै. गोमती प्लास्टिक्स प्रा. लि., प्लॉट नं. बी-16 एवं 17, सेक्टर 21, यूपीएसआई डीसी इंडस्ट्रियल एरिया, जगदीश पुर, सुलतान पुर	आईएस 04984—पानी की आपूर्ति के उच्च घनत्व वाले पोलिथाइलीन पाइप	1997-12-15	

1	2	3	4	5
25. 9073274	मै. श्री श्रीराम उद्योग एस-5/3 पारसखेडा इंडस्ट्रियल एरिया, बरेली	आईएस 07406 (भाग 02)—उर्वरक पैकिंग के लिए पटसन के कट्टे	1997-12-15	
26. 9111660	म. इंद्रप्रस्थ प्लास्टिक प्रा० लि., 977-बी, गां। वसरोली, उपेहर तह० चं।, इलाहाबाद	आईएस 10840—वनस्पति की पैकिंग के लिये ब्लोमोल्डकृत एचडीपीई डिब्बे	1997-03-27	
27. 0222018	मै. कनोडिया केमिकल्स एंड इंडस्ट्रीज पी ओ रेनुकूट, सोनभद्रा	आईएस 00560—बीएचसी तकनीकी और परिष्कृत	1998-02-31	
28. 1006320	मै. अलका इंडस्ट्रीज (पेंट्स) प्रा. लि., जय प्रकाश नगर, आलमबाग, लखनऊ	आईएस 05410—सीमेंट रंग रोगन	1998-11-15	
29. 1059240	मै. केमिकल्स एंड इन्सुलेशन इंडस, रामनगर करणजहा रेलवे स्टेशन, कुपुमी गोरखपुर	आईएस 00561—बीएचसी (एचसीएच) भुरकन साउंडर	1998-03-31	
30. 1186045	मै. स्टील रोलिंग एलाइड इंड., तीसरा मील दिल्ली रोड, मुरादाबाद	आईएस 01786—कंकीट प्रबलन के लिए उच्च सामर्थ्य विन्धापित इस्पात सिरिए और तार	1998-05-15	
31. 1227740	मै. इंडस्ट्रियल गैसेस लि., 148, तालकटोरा रोड, लखनऊ	आई एस 08471 (भाग 04)—एसीटिलीन जनिवों सम्बन्धी प्रेक्षाएं, भाग 4, मध्यम दाब अथवा जल से कार्बाइड और कार्बाइड से जल टाइप	1998-06-30	
32. 1298056	मै. अटडा मिनी सीमेंट प्राइवेट्स, राईबरेली रोड, मोहनलाल गंज, लखनऊ	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-03-31	
33. 1380748	मै. हिमालयन पेट्रो प्राइवेट्स एंड पुरणपुर कुमाठिया लामाचौर, हल्द्वानी, नैनीताल	आईएस 04654—पैराफिन मोम	1998-02-28	
34. 1408744	मै. एरिफ सीमेंट इंडस्ट्रीज सी-2, सी-3, सेक्टर 22, जगदीशपुर इंडस्ट्रियल एस्टेट, सुलतानपुर	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-04-15	
35. 1422637	मै. गुप्ता आरसीसी स्लैब पाइप इंड. गव माधवन, पी. ओ. लम्ही, वाराणसी	आईएस 00458—नूतन कंक्रीट पाइप	1998-05-15	
36. 1469360	मै. कन्याल इंडिया लि., पी. ओ. उमराह, वाराणसी	आईएस 03725—तापन एप्लिकेटों के लिए प्रतिरोधिता तारे, टेप और पत्तियां	1998-10-31	
37. 1511838	मै. निर्मल सीमेंट फैक्टरी अधवनपुर मेलकपुर, मुरादाबाद	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-03-31	
38. 1599777	मै. मोहन स्टील्स लि., इंड. एरिया, उन्नाव, लखनऊ रोड, उन्नाव	आई एस 02830—सामान्य संरचना इस्पात में गुणवत्ता के निम्न हार्डनर इस्पात इस्पात बिलेट इंगट, बिलेट ब्लूम और स्लैब	1998-08-31	
39. 1680255	मै. शेरवानी इंडस्ट्रियल सिंडिकेट, 28, साउथ रोड, इलाहाबाद	आई एस 02576—ट्रांजिस्टर रेडियो रिसिवरों के लिए शुष्क बैटरियों	1998-03-31	
1680558	मै. शेरवानी इंडस्ट्रियल सिंडिकेट, 28, साउथ रोड, इलाहाबाद	आई एस 00203—फ्लैश लाइटों के लिये शुष्क बैटरियां	1998-03-31	

(1)	(2)	(3)	(4)	(5)
41. 1777068	मै. डायमण्ड स्पन पाइप्स इंडस्ट्रीज गोपाल कुंज सयदपुर गाजीपुर	आईएस 00458—पूर्व ढलित कंक्रीट पाइप	1998-01-15	
42. 1782768	मै. निर्मल उद्योग प्रा लि., पी. ओ. अधवनपुर मुरादाबाद	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-03-31	
43. 1827663	मै. प्रकाश इंड. लि., 5 कि.मी. स्टोन काशीपुर—मुरादाबाद रोड, उधम सिंह नगर	आईएस 04985—पेयजल प्राप्ति के लिए गैरप्लास्टिक पीवीसी पाइप	1998-05-31	
44. 1958274	मै. केमीकल्स एंड इन्सेक्टिसाइड्स रामनगर करनजहा रेलवे स्टेशन कुसुमी, गोरखपुर	आईएस 00562—बीएचसी (एचसीएच) जल परियोजनाओं के लिए	1998-03-31	
45. 2155140	मै. पुष्कर पेंट्स इंडस्ट्रीज 19 वां किमी. स्टोन राइबरेली रोड, मोहन लाल गंज लखनऊ	आईएस 02339—दोहरे पात्रों में सामान्य प्रयोजनों के लिए एल्युमिनियम रोल	1998-09-30	
46. 2155342	मै. पुष्कर पेंट्स इंडस्ट्रीज, 19 वां किमीस्टोन, राइबरेली रोड, मोहन लाल गंज लखनऊ	आईएस 00133—इन्वैमन प्रान्तरिक (क) अद्यः लेपन (ख) परिसज्जा	1998-09-30	
47. 2222836	मै. स्वरूप केमीकल्स जी—31 से 35 यूपीएसआईडीसी इंडस्ट्रियल एरिया, देवा रोड चिन्हात लखनऊ	आईएस 00561—बीएचसी, (एचसीएच) भुरकन पाउडर	1998-03-31	
48. 2244442	मै. हिंदुस्तान मशीनरी कारपो., सयदपुर, गाजीपुर	आईएस 07538—कृषि अनुप्रयोग के अपकेन्द्री पम्पों के लिए तीन फेजीय स्विचरल केज प्रेरण मोटरें	1998-05-15	
49. 2266048	मै. राको मर्चेन्टाइल ट्रेडर्स बी—2, गवर्न. इंड. एस्टेट, तालकटोरा रोड, लखनऊ	आईएस 02074—तैयार मिश्रित रंग रोगन, में हवा सूखने वाले, रेड लाकसाइड जिक क्रोम वाले पहली सतह	1998-07-31	
50. 2282854	मै. पिस्ता ट्रेडिंग एव इंडस्ट्रीज, डी-6, इंड. एस्टेट, सराय मलुही सीतापुर	आईएस 10325—चौकोर कास्तर— 15 किग्रा घी, वनस्पति, खाद्य तेलों और बेकरी मोशन हेतु	1998-09-15	
51. 2289565	मै. राको मर्चेन्टाइल ट्रेडर्स बी—2, गवर्न. इंड. एस्टेट, तालकटोरा	आईएस 02932—इन्वैमल संश्लिष्ट, बाहरी (क) उद्यः लेपन (ख) परिसज्जा	1998-09-30	
52. 2302127	मै. पुष्कर पेंट्स इंडस्ट्रीज, 19 वां किमी स्टोन राइबरेली रोड मोहन लाल गंज, लखनऊ	आईएस 02932—इन्वैमल, संश्लिष्ट, बाहरी (क) अद्यः लेपन (ख) परिसज्जा	1998-11-15	
53. 9009972	मै. के. सी. सीमेंट इंडस्ट्रीज लि., गांव—फूलपुर मिठनपुरपोस्ट चजलत मुरादाबाद	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-02-28	
54. 9010048	मै. भीम सीमेंट्स लि., बिजनौर हरिद्वार रोड, बिजनौर	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-02-28	
55. 9013054	मै. बेस्ट बोर्ड्स लि., गजरौला हसनपुर रोड, गांव-छोया तहसील—हसनपुर मुरादाबाद	आईएस 03087—सामान्य प्रयोजनों के लिए लकड़ी का कण बोर्ड (मध्यम घनत्व)	1998-04-15	

(1)	(2)	(3)	(4)	(5)
56. 9017062	मै. मधुर पीवीसी पाइप गौरीगज सुलतानपुर	आईएस 04985—पेय जल आपूर्ति के लिए नैरप्लास्टिक पीवीसी पाइप	1998-05-31	
57. 9021457	म. आदर्श पैकर्स प्रा. लि., प्लॉट नं. 977—अम्बरौली उपरहर तहसील—चैल इलाहाबाद	आईएस 10840—वनस्पति की पैकिंग के लिए ब्लो मोल्डकृत एचडीपीई डिब्बे	1998-07-31	
58. 9025364	म. झुनफन वाला रिफाइनरीज गांव-नौपुर पी. ओ.—थानागढ़ी जौनपुर	आईएस 10325—चौकोर कवस्तर— 15 किग्रा. घी, वनस्पति खाद्य तेलों और बेकरी मोयन हेतु	1998-09-15	
59. 9035973	मै. जे. बी. बधवा एंड संस लि., कुरहा केशवपुर दर्शन नगर फैजाबाद	आईएस 00269—33 ग्रेड साधारण पोर्टलैंड सीमेंट	1998-12-15	
60. 9079185	मै. साह वायर इंडस्ट्रीज, केशरीपुर पी. ओ.—भुल्लनपुर वाराणसी	आईएस 04800 (भाग 01)—इनैमल किये गेले तारे भाग	1998-03-31	
61. 9079589	म. वाम आंगरेनिक केमीकल्स लि., भारतीय ग्राम—244223 मुरादाबाद	आईएस 13653—द्रवित पैट्रोलियम गैस साधित्रों तथा संस्थानों में उपयोग के लिए अनएरोबिक संधि यौगिक	1998-02-28	
62. 9083479	मै. टैक्नीकल एसोसिएट्स प्रा लि., 8 वां किमी. फेजाबाद रोड, पी. ओ.— चिन्हात, लखनऊ	आईएस 00335—नया रोधन तेल	1998-04-15	
63. 9091781	मै. उषा उद्योग लिमिटेड, प्लॉट नं. 763, 764, और 765 मगरवाड़ा, उन्नाव	आईएस 01786—कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विस्फोटित इस्पात सरिए और तार	1998-08-15	
64. 9094181	मै. हिन्दलको इंडस्ट्रीज, पी. ओ.—रेनकूट, सोनभद्रा	आईएस 07092 (भाग 02)—सिंचाई प्रयोजनों के लिए एल्युमीनियम मिश्रधातु की नलिकाएं भाग 2	1998-09-15	
65. 9148077	मै. रेणू केमीकल्स लिमिटेड पी. ओ.—रेनकूट सोनभद्रा	आईएस 01314—केल्सियम क्लोराइड	1998-05-28	
66. 9149887	मै. श्री श्यामजी कंडक्टर्स गांव—मण्दापोस्ट—भोजीपुरा, बरेली	आईएस 00398 (भाग 2)—शिरोपरि प्रेषण कार्य के लिए एल्युमीनियम के चालक भाग 2 अस्वीकृत इस्पात प्रबलित एल्यु- मीनियम चालक	1998-06-08	
67. 9160269	मै. गोल्डन इलक्ट्रिकल्स मोहल्ला : काज़ी, जदा अमरोहा मुरादाबाद अमरोहा	आईएस 01293—250 वो. और 16 ए. तक की रेटित धारा के लिए प्लग सॉकेट आउटलेट	1998-11-10	

[सं. सी एम डी / 13 : 13]

वी. के. जैन, अपर महानिदेशक

New Delhi, the 16th November, 2000

S.O. 2675.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been Cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and Address of the licence	Article/process with relevant Indian Standard covered by the licence cancelled	Date of ion Cancellat
1	2	3	4	5
1.	1108328	M/s Rohilkhand Cement Spun PIP Prasakhera P.O. Nadosi Rampur Road Bareilly.	IS 00458—Precast concrete pipes (with and without reinforcement)	1996-08-31
2.	1135432	M/s Bansal Ispat Lucknow Pvt. B-1/1, Indl. Area Naderganj Opposite Amausi Aerodrome, Lucknow.	IS 01786—High strength deformed steel bars and wires for concrete reinforcement	1996-07-15
3.	1280239	M/s. Chemicals & Insecticides Ramnagar, Karanjaha, Rty. Sta. Kusumigorakhpur.	IS 03903—Dimethoate emulsifiable concentrates	1996-02-29
4.	1349451	M/s. Sarvottam Spun Pipes Jagdishpur Industrial Estate Sector-4 (Amethi), Jagdishpur Sultanpur.	IS 00458—Precast concrete pipes with and without reinforcement)	1996-10-31
5.	1432236	M/s. Bansal Ispat (Lucknow) Pvt. B-1/1, Indl. Area, Naderganj Opposite Amausi Aerodrome Lucknow	IS 02062—Steel for general structural purposes	1996-07-15
6.	1653757	M/s. Bhawani Plastics Gora Parao Vill., Haripur Purnand Nainital.	IS 10840—Blow moulded HDPE containers for packing of vanas- pati	1996-01-31
7.	1774365	M/s. Shri Parvati Industries Plot No. A-3 Industrial Area Basti.	IS 00458—Precast concrete pipes (with and without reinforcement)	1996-01-15
8.	2155645	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road Mohan Lal Ganj Lucknow.	IS 02074—Ready mixed paint, air drying, red oxide-zinc chrome, priming	1996-09-30
9.	2279663	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road Mohan Lal Ganj Lucknow.	IS 00427—Distemper, dry, colour as required (revised)	1996-09-15
10.	2279764	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road Mohan Lal Ganj Lucknow.	IS 00428—Distemper, oil, emulsion, colour as required	1996-09-15
11.	2301731	M/s. Indian Turpentine & Rosin P.O. Clutter Huckganj Bareilly.	IS 01061—Disinfectant fluids, phenolic type	1996-11-15
12.	9077282	M/s. Hindustan Safety Glass Work G.T. Road, Bamrauli, Allahabad.	IS 02553 (Part 02)—Safety glass : Part 2 For road transport	1996-01-15
13.	9081980	M/s. R. K. Precast Concrete Manuf. R-20, D-58 Khalitabad Indl. Area Basti.	IS 00458—Precast concrete pipes with and without reinforcement)	1996-04-23
14.	9088691	M/s. Swarup Chemicals G-31 to 35 UPSIDC Industrial Area, Deva Road, Chinkhat, Lucknow.	IS 014882—4-D Sodium salt techni- cal	1996-07-03
15.	9004760	M/s. Krishna Chemicals 43-C, Cantonment Road Near-Husain Ganj Power House, Lucknow.	IS 01061—Disinfectant fluids, phe- nolic type	1997-11-30

1	2	3	4	5
16. 9006158	M/s. Kanoria Chemicals & Industries P.O. Renukoot Sonebhadra.	IS 00561—BHC, (HCH) Dusting powders	1997-12-31	
17. 9046473	M/s. Goel Chemicals 188, Nagraurgonda Road Bahraich.	IS 00561—BHC, (HCH) Dusting powders	1997-03-31	
18. 9051870	M/s. Kanoria Chemicals & Industries P.O. Renukoot Sonebhadra.	IS 00562—BHC, (HCH) Water dispersible powder concentrates	1997-01-31	
19. 9058783	M/s. Paradise Paints Pvt. Ltd. Village-Naubasta Kalanchinhath-Deva Road Opp.-Neda Office Lucknow.	IS 00158—Ready mixed paint, brush- ing, bituminous, black lead-free, acid, alkali and heat resisting	1997-07-15	
20. 9059987	M/s. Paradise Paints Pvt. Ltd., Village-Naubasta Kalanchinhath-Deva Road, Opp.-Neda Office Lucknow.	IS 05410—Cement paint	1997-08-15	
21. 9060164	M/s. Hans Metals Pvt. Ltd. E-12, 13, Industrial Area Bharua Sumerpur Hamirpur.	IS 02062—Steel for general struc- tural purposes	1997-08-15	
22. 9062370	M/s. Jindal Agro Industries J-4, Industrial Area Parsakhe Raebareilly.	IS 06595—Horizontal centrifugal Pumps for clear, cold water	1997-08-31	
23. 9070672	M/s. Kamakhya Agro Industries Near-Bhadaura Crossing P.O. Bhadaura Ghazipur.	IS 02052—Compounded feeds for cattle	1997-12-15	
24. 9071775	M/s. Gomati Plastics Pvt. Ltd., Plot-B-16 & 17, Sector-21 UPSIDC Industrial Area, Jagdishpur, Sultanpur.	IS 04984—High density polyethylene pipes for water supply	1997-12-15	
25. 9073274	M/s. Shri Shriram Udyog S-5/3, Parsakhara Industrial Area Bareilly.	IS 07406 (Part 02)—Jute bags for packing fertilizers; Part 2 Lami- nated bags manufactured from 380 g/sq.m. 68+39 tarpaulin fabric	1997-12-15	
26. 9111660	M/s. Indraprastha Plastics Pvt. 977-B, Vill-Bamrauli, Uperhar, Tehsil-Chail, Allahabad.	IS 10840—Blow moulded HDPE containers for packing of Vanspati	1997-03-27	
27. 0222018	M/s. Kanoria Chemicals & Industries P.O. Renukoot Sonebhadra.	IS 00560—BHC, Technical and re- fined	1998-01-31	
28. 1006320	M/s. Alka Industries (Paints) P. Jai Prakash Nagar, Alambagh, Lucknow.	IS 05410—Cement paint	1998-11-15	
29. 1059240	M/s. Chemicals & Insecticides Ramnagar, Karanjaha, Rly. Stn. Kusumi Gorakhpur.	IS 00561—BHC, (HCH) Dusting powders	1998-03-31	
30. 1186045	M/s. Steel Rollings Allied Industries 3rd Mile Delhi Road Moradabad.	IS 01786—High strength deformed steel bars and wires for concrete reinforcement	1998-05-15	
31. 1227740	M/s. Industrial Gases Ltd., 148, Talkatora Road, Lucknow.	IS 08471 (Part 04)—Requirements for acetylene generators : Part 4 Medium pressure, stationary, of water-to-carbide and carbide-to- water type	1998-06-30	
32. 1298056	M/s. Atda Mini Cement Product, Raebareilly Road Mohan Lal Ganj Lucknow.	IS 00269—33 grade ordinary port- land cement	1998-03-31	

1	2	3	4	5
33.	1380748	M/s. Himalayan Petro Products & Puranpur Kumatia, Lamachaur, Haldwani, Nainital	IS 04654—Paraffin was	1998-02-28
34.	1408744	M/s Arif Cement Industries C-2 & C-3, Sector 22, Jagdipur Industrial Estate, Sultanpur	IS 00 69—33 grade ordinary port- land cement	1998-04-15
35.	142 637	M/s. Gupta RCC Spun Pipe Inds. Village Madhwan, P.O. Lamhi, Varanasi	IS 00458 Precast concrete pipes (with and without reinforcement)	1998-05-15
36.	1469360	M/s. Kanthal India Ltd. P.O Umrah Varanasi-	IS 03725—Resistance wires, tapes and strips for heating elements	1998-10-31
37.	1511838	M/s. Nirmal Cement Factory Aghwan Pur Mailak Pur Moradabad	IS 00260—33 grade ordinary port- land cement	1998-03-31
38.	1599777	M/s. Mohan Steels Ltd. Indl. Area UNNAO Lucknow Road Unnao	IS 02830—Carbon steel cast billets ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes	1998-08-31
39.	1680255	M/s. Shervani Industrial Syndic 28, South Road, Allahabad	IS 02576—Dry batteries for transis- tor radio receivers	1998-03-31
40.	1680558	M/s. Shervani Industrial Syndic 28, South Road, Allahabad	IS 00203—Dry batteries for flash- lights	1998-03-31
41.	1777068	M/s. Diamond Spun Pipes Industries 'Gopal Kunj', Saidpur, Ghazipur	IS 00458—Pr cast concrete pipes (with and without reinforcement)	1998-01-15
42.	1782768	M/s. Nir al Udyog Pvt. Ltd. P.O. Aghwanpur Moradabad	IS 00269—33 grade ordinary port- land cement	1998-03-31
43.	1827663	M/s. Prakash Inds. Ltd. 5 Km. Stone, Kashipur-Moradabad Road Udham Singh Nagar	IS 04985—Unplasticised PVC pipes for potable water supplies	1998-05-31
44.	1958274	M/s. Chemicals & Insecticides Ram Nagar, Karanjaha, Rly. Stn. Kusumi, Gorakhpur	IS 00562—BHC, (HCH) Water dis- persible powder concentrates	1998-03-31
45.	2155140	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road, Mohan Lal Ganj Lucknow-	IS 02339—Aluminium paint for general purposes, in dual container	1998-09-30
46.	2155342	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road Mohan Lal Ganj Lucknow	IS 00133—Fname, interior (a) undercoating, (b) finishing	1998-09-30
47.	2222836	M/s. Swarup Chemicals G-31 to 35 UPSIDC Industrial Area, Deva Road, Chinhath, Lucknow	IS 00561—BHC, (HCH) Dusting powders	1999-03-31
48.	2244442	M/s. Hindustan Machinery Corpor Saidpur, Ghazipur	IS 07538—Three-phase squirrel cage induction motors for centrifugal pumps for agricultural application	1998-05-15
49.	2266048	M/s. Rako Mercantile Traders B-2, Govt. Indl. Estate Talkatora Road Lucknow-	IS 02074—Ready mixed paint, air drying, red oxide-zinc chrome, priming	1998-07-31
50.	2282854	M/s. Pista Trading & Industries D-6, Indl. Estate Sarai, Maluhi Sitapur	IS 10325—Square tins-15 kg for ghee, Vanaspati edible oils and bakery short nings	1998-09-15
51.	2289565	M/s. Rako Mercantile Traders B-2, Govt. Indl. Estate Talkatora Road Lucknow	IS 02932—Enamel, synth tic, exterior (a) undercoating, (b) finishing	1998-09-30
52.	2302127	M/s. Pushkar Paint Industries 19th Km. Stone Raebareilly Road, Mohan Lal Ganj Lucknow	IS 02932—Enamel, synthetic, exterior (a) undercoating, (b) finishing	1998-11-15

1	2	3	4	5
53. 9009972	M/s. K.C. Cement Industries Ltd. Village-Phool Pur Mithan Pur Post Chajlet Moradabad	IS 00269—33 grade ordinary portland cement	1998-02-28	
54. 9010048	M/s. Bheem Cements Ltd. Bijnor Haridwar Road Bijnor-	IS 00269—33 grade ordinary portland cement	1998-02-28	
55. 9013054	M/s. Best Boards Ltd. Gairaula Hasanpur Road Village-Chhoya Tehsil Hasanpur Moradabad	IS 03087—Wood particle Boards (medium density)) for general purposes	1998-04-15	
56. 9017062	M/s. Madhur PVC Pipe Gauriganj Sultanpur	IS 04985—Unplasticised PVC. pipes for potable water supplies	1998-05-31	
57. 9021457	M/s. Adarsh Packers Pvt. Ltd Plot No. 977-Abamrauli Uperhar, Tehsil-Chaie Allahabad	IS 10840—Blow moulded HDPE containers for packing of Vanspati	1998-07-3	
58. 9025364	M/s. Jhun Jhun Wala Refineries Village-Naupur P.O.-Thanagaddi Jaunpur.	IS 10325—Square tins 15 kg. for ghee, Vanaspati edible oils and bakery shortenings	1998-09-15	
59. 9035973	M/s. J.B. Wadhawa & Sons Ltd. Kurha Keshavpur Darshan Nagar Faizabad	IS 00269—33 grade ordinary portland cement	1998-12-15	
60. 9079185	M/s. Sah Wire Industries Keshripur P.O. - Bhullanpur Varanasi,	IS-04800 (Part 01) Enamelled round winding wires : Part 1 Conductors data	1998-03-15	
61. 9079589	M s. Vam Organic Chemicals Ltd. Bhartiagram-244 23-Moradabad	IS 13653—Anaerobic jointing compounds for use in liquified petroleum gas appliances and installations	1998-02-28	
62. 9083479	M/s. Technical Associates Pvt. Ltd. 8th Km. Faizabad Road, P.O. Chinhat Lucknow	IS 00335—New insulating oils	1998-04-15	
63. 9091781	M/s. Usha Udyog Limited Plot No. 763, 764 & 765 Magarwara, Unnao	IS 01786—High strength deformed steel bars and wires for concret reinforcement	1998-08-15	
64. 9094181	M/t. Hindalco Industries P.O. Renukoot, Sonebhadra	IS 07092 (Part 02)—Aluminium alloy tubes for irrigation purposes : Pt. 2 Extruded tubes	1998-09-15	
65. 9148077	M/s. Renu Chemicals Limited P.O. Renukoot Sonebhadra	IS 01314—Calcium chloride	1998-05-28	
66. 9149887	M/s. Shree Shyamji Conductors Village : Manda Post : Bhiojipura Bareilly	IS 00398 (Part 02)—Aluminium conductors for overhead transmission purposes : Part 2 Aluminium conductors, galvanized steel—reinforced	1998-06-08	
67. 9160269	M/s. Golden Electricals Mohalla : Qazi Zada Amroha Moradabad Amroha	IS 1293—Plugs and socket outlets of rated voltage up to and including 250 volts and rated current up to and including 16 amperes	1998-11-10	

[No. CMD/13:13]

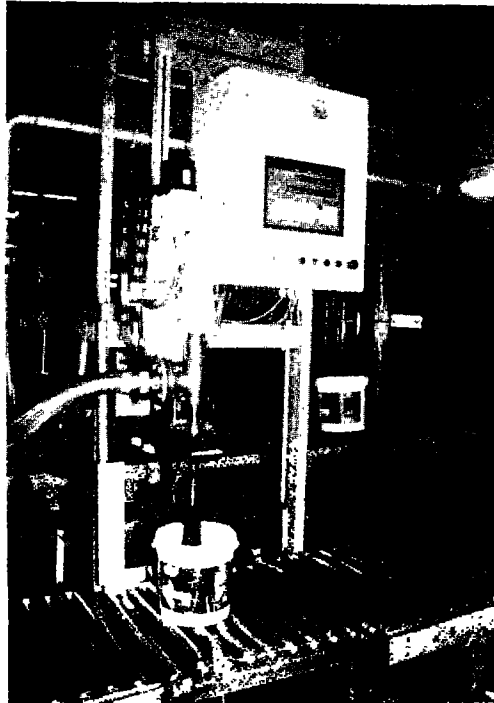
V. K. JAIN, Addl. Director General

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**(उपभोक्ता मामले विभाग)**

नई दिल्ली, 10 नवम्बर, 2000

का. आ. 2676.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा नेशनल वैट्स एंड मैजर्स लैबोरेट्री, डिपार्टमेंट आफ ट्रेड एंड इंडस्ट्री, मिडिल सैक्स, इंग्लैंड द्वारा मंजूर और अनुमोदित मॉडल अनुमोदन और परीक्षण परिणामों के साथ, उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (3) के तीसरे परन्तुक और उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फीजे जी एम पी एच अबफुल टेकनिक रॉजें 6ए, 23843, डाड ओल्डेसलो, बुंदररिपब्लिक डचलैंड, जर्मनी द्वारा विनिर्मित और भारत में मैसर्स एल्फ लुब्रिकेंट्स इंडिया लिमिटेड एपलर हैरिटेज, 54-सी, सर बी.एम. रोड, अंधेरी (पू.) मुंबई-400093 द्वारा प्रयुक्त एफ एस टी 3/2552 किस्म की स्वचालित ग्रेवीमीट्रिक फिलिंग मशीन का (जिसे इसमें इसके पश्चात् "मॉडल" कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/2000/123 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



यह मॉडल स्वचालित ग्रेवीमीट्रिक फिलिंग मशीन है इसकी अधिकतम क्षमता 1500 कि. ग्रा. और न्यूनतम क्षमता 25 कि. ग्रा. है। मशीन की क्रमशः 0.1 कि. ग्रा., 0.2 कि.ग्रा., 0.5 कि.ग्रा. मापमान अंतराल के साथ 8-300 कि.ग्रा., 300-600 कि. ग्रा. और 600-1500 कि. ग्रा. की भागिक तोलन रेंज है।

[फा. सं. डब्ल्यू. एम. 21(14)/2000]

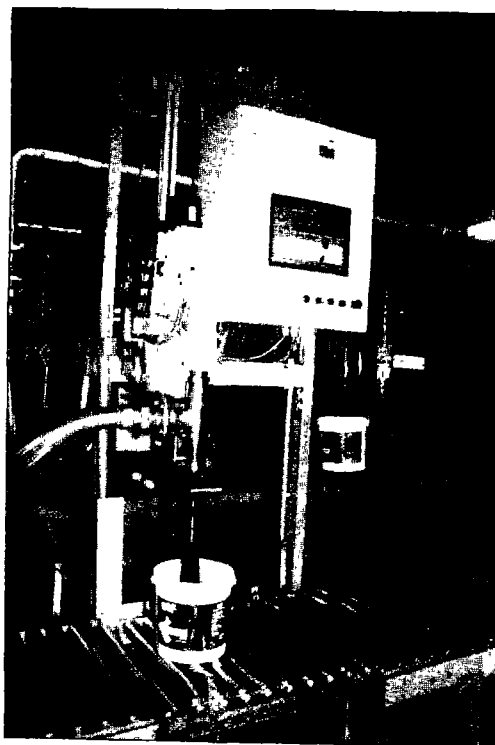
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 10th November, 2000

S. O. 2676.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, along with the model approval and test results, granted and approved by the National Weights and Measures Laboratory, Department of Trade and Industry, Model sex, England is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions,

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model in respect of Automatic Gravi metric filling machine of “Feige” make and type F-ST 3/2552 (herein referred to as model) manufactured by M/s Feige Gmhabfultechnik Rogen 6a, 23843 Bad Oldesloe, Bunderrepublik Deutschland, Germany and used in India by M/s. Elf Lubricants India Limited, Applre Heritage, 54-C, Sir V.M. Road, Andheri (E) Mumbai-400093 and which is assigned the approval of model mark IND/13/2000/123;



The model is automatic (gravimetric) filling machine. The maximum capacity of 1500 kg. The minimum capacity is 25kg. The machine has a partial weighing ranges of 0—300kg, 300—600kg and 600—1500 kg with scale interval of 0.1 kg, 0.2kg, 0.5kg., respectively.

[F No. W.M -21(14)/2000]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 21 नवम्बर, 2000

का. आ. 2677.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स आर्टसन इंजीनियरिंग लिमिटेड, डी-5, एमआईडी सी आमबाद नासिक 400010 द्वारा विनिर्मित पाम एम एम श्रृंखला के स्वचालित तोलन मशीन पूर्व नियम एल पी जी भरण मशीन के मॉडल का, जिसके ब्रांड का नाम "पाम" है (जिसे इसमें इसके पश्चात् "मॉडल" कहा गया है) और जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/34 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



यह मॉडल तोलन मशीन है जिसमें स्वयं कार्य करने वाला यंत्र विन्यास किसी स्वचालित भरण पर प्रभावित होता है और दिए गए भार को तोलता है। मशीन का तल कार्य प्लेटफार्म के रूप में है जिसमें सम्मिश्र लीवर प्रणाली है। भार का तोलन इस्पात की यास्ट्रिका पर उपदर्शित किया जाता है जिसमें मुख्यतया गौण संतुलन है जो डायल के रूप में है। दो डायल पृथक रूप से अधेयतुलन भार के लिए आशायित है और सिलिण्डर का शुद्ध भार दो पृथक लीवरों पर आश्रय और गरारी प्रणाली पर नियत किया जाता है जिसका क्षेत्र 13 कि.ग्रा. से 23 कि.ग्राम तक होता है और प्रत्येक 100 ग्राम पर अंशकित होता है।

[फा. सं. डब्ल्यू. एम.-21(16)/2000]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 21st November, 2000

S. O. 2677.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the Automatic weighing machine (pre-set LPG filling machine) of PAM-FM series with brand name "PAM" (herein referred to as the Model) manufactured by M/s. Arstone Engineering Limited, D-5, MIDC Ambad, Nasik-400010, and which is assigned the approval of model mark IND/09/2000/34;



The model is a weighing machine in which a self acting mechanism effects on an automatic feed and weighs given loads. The bottom work of the machine is in the form of platform having compound lever systems. The weight of the load is indicated on the steel yard having major and minor poises which is in the form of dials. The two dials separately meant for tare weight and net weight of the Cylinder are fixed on two separate levers with rock and pinion arrangements having range from 13 kg to 23 kg and graduated at every 100g.

[F No W.M.-21(16)/2000]

P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 22 नवम्बर, 2000

का. आ. 2678.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फाल्कन (इंडिया), ए/43, इंडियन कालोनी भोपाल, अहमदाबाद-380058 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले स्वतःसूचक, अस्वचालित अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार का) के माडल का, जिसके ब्रांड का नाम “क्यू चेस्टर्स फाल्कन (इंडिया)” है (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) और जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/160 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह माडल (आकृति देखें) 12 कि. ग्रा. की अधिकतम क्षमता और 20 ग्राम की न्यूनतम क्षमता सहित दुहरे क्षेत्र प्रकार का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) मान 1 ग्राम 2 ग्राम दुहरे क्षेत्र है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जन डायोड प्रदर्श तुलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी श्रृंखला वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 10,000 से कम या उसके बराबर है (एन $\leq 10,000$) तथा जिसका “ई” मान 1×10^{-6} , 2×10^{-6} और 5×10^{-6} है, जिसमें घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(53)/99]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2000

S. O. 2678.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating, non-automatic (table top type) weighing instrument with digital indication of Medium Accuracy (Accuracy Class-III) and with brand name “Q Chests Falcon (India)” (hereinafter referred to as the model) manufactured by M/s. Falcon (India), A/43, India Colony Bhopal, Ahmedabad-380 058 (Gujarat) has submitted and which is assigned the approval mark IND/09/2000/160;

The said model (see figure) is a dual range weighing instrument with a maximum capacity 12 kg. and minimum capacity of 20 g. The verification scale interval (e) is 1 g/ 2 g (dual range) corresponding capacity 6 kg/12 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.



And further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of same series with maximum capacity upto 50 kg with number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1×10^k , 2×10^k , and 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer with same principle, design and with the same materials with which, the approved Model has been manufactured.

[F No. WM.-21(53)/99]

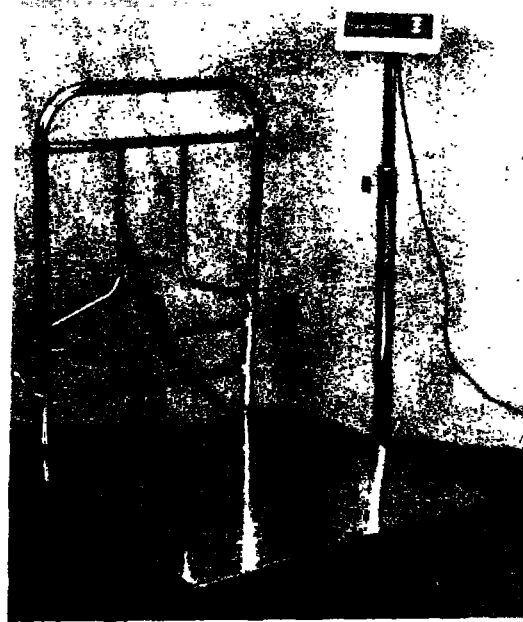
P A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 22 नवम्बर, 2000

का.आ. 2679.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फाल्कन (इंडिया), ए/43 इंडियन कालोनी भोपाल, अहमदाबाद-380058 (गुजरात) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले स्वतःसूचक, अस्वचालित, इलेक्ट्रॉनिक अंकक सूचन तोलन सहित तोलन उपकरण (प्लेट फार्म के) के मॉडल का, जिसके ब्रांड का नाम "क्यू चेस्टस फाल्कन (इंडिया)" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/161 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

यह मॉडल (आकृति देखें) 30 कि. ग्रा. की अधिकतम क्षमता और 100 ग्राम की न्यूनतम क्षमता का तोलन उपकरण है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्राम है। इसमें एक आद्येतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आद्येतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्टज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला वाले ऐसे उपकरण भी होंगे, जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान के अन्तराल (एन) की अधिकतम संख्या 10,000 से कम या उसके बराबर है (एन. $\leq 10,000$) तथा जिसका "ई" मान 1×10 के, 2×10 के और 5×10 के है, जिसमें धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फ़. सं. डब्ल्यू. एम.-21(53)/99]

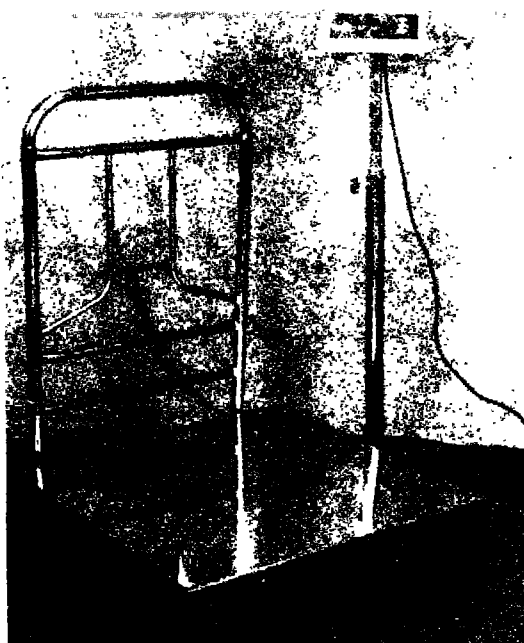
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान .

New Delhi, the 22nd November, 2000

S. O. 2679.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the self-indicating, non-automatic (Plat form type) weighing instrument with digital indication of medium accuracy (Accuracy class III) and with brand name "Q chests Faclon (India)" (hereinafter referred to as the model) manufactured by M/s. Falcon (India), A/43, India colony Bhopal, Ahmedabad-380 058 (Gujarat) has submitted and which is assigned the approval mark IND/09/2000/161;

The said model (see figure) is weighing instrument with a maximum capacity of 30 kg and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply;



And further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instrument of same series with maximum capacity up to 5 tonne with number of verification scale interval (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value 1×10^k , 2×10^k , and 5×10^k , k being a positive or negative whole number or equal to zero, manufactured by the same manufacturer with the same principle, design and with the same materials with which, the approved model have been manufactured.

[F. No W.M.-21(53)/99]

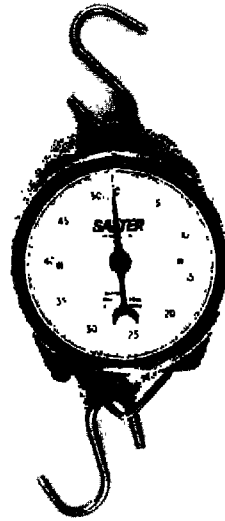
P A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 22 नवम्बर, 2000

का. आ. 2680.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, साल्टर इंडिया प्राइवेट लिमिटेड, ए-67 माउंट कैलाश, नई दिल्ली-110065 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-IV) वाले स्वतः सूचक, अस्वचालित, गोलाकार निलंबन (सर्कुलर सस्पेंशन), तोलन उपकरण लटकने वाली कमानीदार तुला (स्प्रिंग बैलेंस ऑफ हेंगिंग प्रकार का) के माडल का, जिसके ब्रांड का नाम "साल्टर" है (जिसे इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/183 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल साधारण यथार्थता वर्ग (यथार्थता वर्ग-IV) का तोलन उपकरण है जिसकी अधिकतम क्षमता 50 कि. ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान(ई) मान 200 ग्राम है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला वाले ऐसे उपकरण भी जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 1000 से कम या उसके बराबर है (एन. ≤ 1000) तथा जिसका "ई" मान $1 \times 10k$, $2 \times 10k$ और $5 \times 10k$ है, जिसमें घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फ़. सं. डब्ल्यू. एम. 21(78)/99]

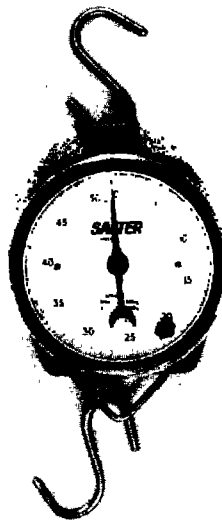
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2000

S. O. 2680.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the non-automatic circular suspension (spring balance of hanging type) weighing instrument with analogue display of Ordinary accuracy class (class-IV) and with brand name "SALTER" (hereinafter referred to as the Model), manufactured by M/s Salter India Private Limited., A-67, Mount Kailash, New Delhi-110 065 and which is assigned the approval mark IND/09/200/184,

The said model is a medium accuracy class (accuracy class IV) weighing instrument with a maximum capacity of, 15 kg and minimum capacity of 2 kg The verification scale interval (e) is 200 g



Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum No. of verification scale interval (n) less than or equal to 1,000 ($n \leq 1,000$) and with 'c' value of $1 \times 10k$, $2 \times 10k$ and $5 \times 10k$, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

[F No WM-21(78)/99]

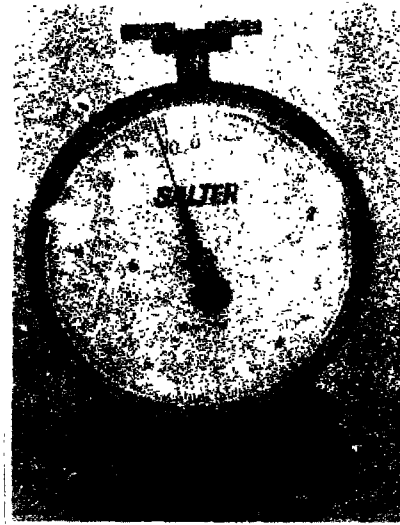
P A KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 22 नवम्बर, 2000

का. आ. 2681.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, साल्टर इंडिया प्राइवेट लिमिटेड, ए-67 माउंट कैलाश, नई दिल्ली-110065 द्वारा विनिर्मित साधारण यथार्थता (यथार्थता वर्ग-IV) अस्वचालित, पैडैस्टल बेन्च तोलन उपकरण (स्प्रिंग बैलेंस पैन एबब प्रकार का) के माडल का, जिसके ब्रांड का नाम "साल्टर" है (जिसे इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/184 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल साधारण यथार्थता वर्ग (यथार्थता वर्ग IV) का तोलन उपकरण है जिसकी अधिकतम क्षमता 10 कि. ग्रा. और न्यूनतम क्षमता 5 क्रि. ग्रा. है। सत्यापन मापमान(ई) मान 50 ग्राम है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला वाले ऐसे उपकरण भी जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उम्मी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है और जिनके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 1000 से कम या उसके बराबर है (एन. ≤ 1000) तथा जिसका "ई" मान $1 \times 10k$, $2 \times 10k$ और $5 \times 10k$ है, जिसमें घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(78)/99]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2000

S. O. 2681.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the non-automatic Pedestal bench (spring balance pan above type) weighing instrument with analogue display of Ordinary accuracy class (class-IV) and with brand name "SALTER" (hereinafter referred to as the Model), manufactured by M/s. Salter Limited, A-67, Mount Kailash, New Delhi-110 065 and which is assigned the approval mark IND/09/200/184;

The said model is a Ordinary accuracy class (accuracy class IV) weighing instrument with a maximum capacity of, 10 kg and minimum capacity of 5 kg. The verification scale interval (e) is 50 g



And further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum No. of verification scale interval (n) less than or equal to 1,000 ($n \leq 1,000$) and with 'e' value of $1 \times 10k$, $2 \times 10k$ and $5 \times 10k$, k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

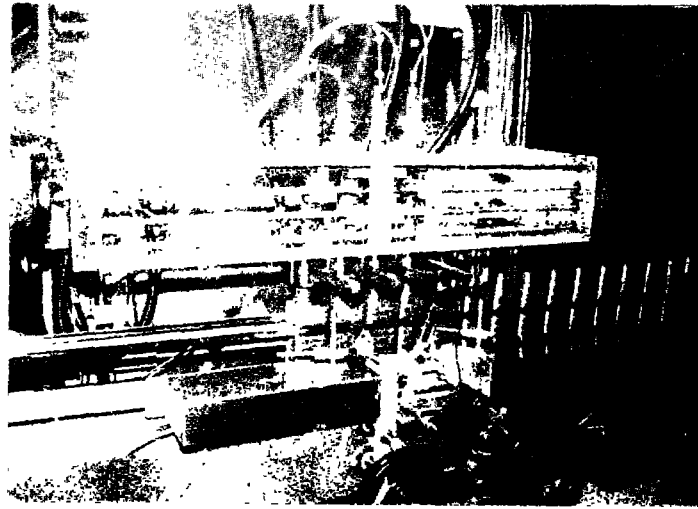
[F. No. W.M -21(78)/99]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 22 नवम्बर, 2000

का. आ. 2682.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा नैशनल वैट्स एंड मैजर्स लैबोरेट्री, डिपार्टमेंट आफ ट्रेड एंड इंडस्ट्री, मिडिल सैक्स, इंग्लैंड द्वारा मंजूर और अनुमोदित माडल अनुमोदन और परीक्षण परिणामों के साथ, उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) के तीसरे परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एस. ए. माइ. हरमीयर जोन इन्डस्ट्रियल एक्ज्यू ओलिवर, पेरोम, 13106 रुसेटसोडेक्स फ्रांस द्वारा विनिर्मित और भारत में मैसर्स एल्फ लुब्रिकेंट्स इंडिया लिमिटेड एपलर हैरिटेज, 54-सी, सर वी.एम. रोड, अंधेरी (पू.) मुंबई-400093 द्वारा प्रयुक्त आरबी एल श्रृंखला की तरल तोलन और भरण मशीन की बाबत माडल का (जिसे इसमें इसके पश्चात् “माडल” कहा गया है) जिसे अनुमोदन चिह्न आई एन डी/09/2000/124 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



यह माडल स्वचालित तरल तोलन और भरण मशीन (वाल्यूमीटिक फिलिंग मशीन) है। मशीन 500 मि.ली. से 5500 मि.ली. की भागिक तोलन की रेंज की है और मशीन 1 लीटर के पैक आकारों के प्रति घंटा 3000 डिब्बे और 1 लीटर से 5 लीटर के पैक आकारों के प्रति घंटा 1200 डिब्बे उत्पादित करती है। यह 440 वोल्ट 2 कि.वा./घ. और 50 हर्टन ग्रीफेज पर कार्य करती है।

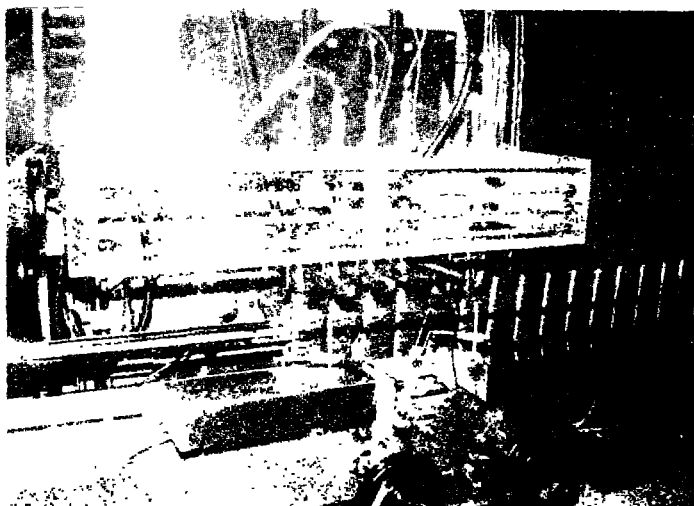
[फा. सं. डब्ल्यू. एम. 21(14)/2000]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 22nd November, 2000

S. O. 2682.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model in respect of an liquid weighing and filling machines of RVL series of make (herein referred to as model) manufactured by M/s S A Michel Hermier, Zone Industrial avenue Oiliver Perroy, 13106 Rousset Cedx, France and used in India by M/s Elf Lubricants India Limited, Appre Heritage, 54-C, Sir VM Road, Andheri (E) Mumbai-400093 and which is assigned the approval of model mark IND/09/2000/124,



The model is automatic (liquid weighing and filling machine (volumetric filling machine), the machine has a partial weighing ranges of 500 ml to 5500ml and the output of the machine is 3000 containers per hour for pack sizes upto 1 litre, and 1200 containers per hour for pack sizes from 1 litre to 5 liters. It works in three phase AC 440 V-2Kw/h 50 Hz.

[F No. W.M.-21(14)/2000]

P A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 23 नवम्बर, 2000

का. आ. 2683.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एल सी एस कंट्रोल्स प्राइवेट लिमिटेड, 12 ईस्ट रोड, वैस्ट सी आई टी नगर, चेन्नई-600035 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “ए. डब्ल्यू. पी.” शृंखला के अंकीय सूचन सहित अस्वचालित तोलन उपकरण (वैयक्तिक तोलन मशीन) का जिसके ब्रांड का नाम “एल सी एस” है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) जिसे अनुमोदन चिह्न आई. एन. डी./09/2000/133 दिया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (आकृति देखें) अस्वचालित तोलन उपकरण (वैयक्तिक तोलन मशीन) का है, इसकी अधिकतम क्षमता 150 कि.ग्रा. और न्यूनतम क्षमता 2 किलोग्राम है। सत्यापन मापमान अन्तराल (ई) मान 100 ग्राम है। इसमें एक आद्येतुलन युक्ति है जिसका शत-प्रतिशत व्यकलनात्मक धारित आद्येतुलन प्रभाव है। भार ग्राही वर्गाकार है जिसकी भुजाएं 320 × 320 मि.मी. हैं। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे, जिनकी अधिकतम क्षमता 200 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 10,000 से कम या उसके बराबर है (एन $\leq 10,000$) तथा जिसका “ई” मान 1×10^{-3} , 2×10^{-3} और 5×10^{-3} है, जहां के घनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(37)/2000]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 23rd November, 2000

S. O. 2683.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions,

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of the non-automatic weighing instrument with digital display (personal weighing machine) of AWP series belonging to medium Accuracy class (Accuracy class-III) with brand name 'LCS' (herein referred to as the model) manufactured by M/s LCS Controls Private Limited, 12 East Road, West CIT Nagar, Chennai-600035 and which is assigned the approval mark IND/09/2000/133,

The said model (see the figure) is non-automatic weighing instrument. (Personal weighing machine) The maximum capacity 150 kg and minimum capacity is 2Kg. The value of verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of square section of side 320×320 mm The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts, 50-Hertz alternate current power supply



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 200kg with number of verification scale division (n) less than or equal to 10,000 ($n \leq 10,000$) and with 'e' value of 1×10^k , 2×10^k , and 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured

[F No. WM 21(37)/2000]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 24 नवम्बर, 2000

का. आ. 2684.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1031 तारीख 15 मई, 2000 द्वारा पश्चिमी बंगाल राज्य के हल्दिया से बिहार राज्य के बरौनी तक अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन हेतु उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 01-06-2000 को उपलब्ध करा दी गई थीं,

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है,

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है,

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमियों में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने के बजाय सभी विल्लंगमों से मुक्त, इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची					
पुलिस थाना : दासपूर		जिला : मिदनापूर		राज्य : पश्चिमी बंगाल	
गाँव	अधिकारिता सूची संख्या	प्लॉट संख्या	क्षेत्र		
			हेक्टेयर	आरे	सेंटीआरे
1	2	3	4	5	6
पंच बेरा	165	88	0	0	28
		89	0	2	30
		312	0	5	77
		313	0	8	35
		314	0	0	44

1	2	3	4	5	6
		315	0	0	20
		379	0	5	10
		380	0	2	14
		382	0	0	20
		383	0	1	32
		384	0	1	75
		385	0	1	56
		386	0	1	10
		387	0	3	34
		388	0	1	76
		389	0	0	20
जटाचरपूर	74	454	0	1	05
		697	0	1	11

[सं. आर.-31015/2/2000-ओ आर-I]

एस. चन्द्रशेखर, अवर सचिव

Ministry of Petroleum and Natural Gas

New Delhi, the 24th November, 2000

S. O. 2684.— Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1031 dated the 15th May, 2000, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of crude oil from Haldia in the State of West Bengal to Barauni in the State of Bihar by Indian Oil Corporation Limited ;

And whereas, the copies of the said notification were made available to the public on 01-06-2000 ;

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act , has submitted his report to the Central Government ;

And whereas, the Central Government after considering the said report, is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the Schedule to this notification are hereby acquired ;

And further, in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest from the date of publication of this declaration in the Indian Oil Corporation Limited, free from all encumbrances.

Schedule					
Police Station : Daspur		District : Midnapur		State : West Bengal	
Village	Jurisdiction	Plot.	Area		
	List No.	No.	Hectares	Ares	Centiares
1	2	3	4	5	6
Panchberia	165	88	0	0	28
		89	0	2	30
		312	0	5	77
		313	0	8	35
		314	0	0	44
		315	0	0	20
		379	0	5	10
		380	0	2	14
		382	0	0	20
		383	0	1	32
		384	0	1	75
		385	0	1	56
		386	0	1	10
		387	0	3	34
		388	0	1	76
		389	0	0	20
Jatadharpur	74	454	0	1	05
		697	0	1	11

[No.-31015/2/2000 OR I]
S CHANDRASEKHAR, Under Secy .

नई दिल्ली, 29 नवम्बर, 2000

का. आ. 2685.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इससे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 1323 तारीख 23-06-2000 द्वारा हरियाणा राज्य में सोनीपत से उत्तर प्रदेश राज्य में मेरठ तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन हेतु उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 06-07-2000 से उपलब्ध करा दी गई थी;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाता है;

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील — बागपत

जिला — बागपत

राज्य — उत्तर प्रदेश

गांव का नाम	खसरा नं०	क्षेत्र		
		हेक्टेयर	आर	वर्ग मीटर
1	2	3	4	5
चौहलदा	358	0	06	37
	375	0	00	21
	379	0	00	21

तहसील — खेकड़ा

हबीबपुर नंगला	672	0	10	06
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[सं. आर.-31015/32/2000-ओ आर-1]

एस. चन्द्रशेखर, अवर सचिव

New Delhi, the 29th November, 2000

S. O. 2685.— Whereas by the notification of Government of India in the Ministry of Petroleum and Natural Gas No. S.O.1323 dated 23.06.2000 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act) the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying branch pipeline for the transportation of petroleum products from Sonapat in the State of Haryana to Meerut in the State of Uttar Pradesh by Indian Oil Corporation Limited ;

And whereas, the copies of the said notification were made available to the public from 06-07-2000;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act, has submitted his report to the Central Government;

And whereas, the Central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Schedule

Tehsil : Baghpat		District : Baghpat		State : Uttar Pradesh	
Name of Village	Khasra No.	Area			
		Hectare	Are	Sq. Mtr.	
1	2	3	4	5	
Chohalda	358	0	06	37	
	375	0	00	21	
	379	0	00	21	
Tehsil : Khekhra					
Habibpur Nagla	672	0	10	06	

[No -31015/32/2000 OR I]
S. CHANDRASEKHAR, Under Secy.

नई दिल्ली, 1 दिसम्बर, 2000

का. आ. 2686.— यत्त. केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि हिन्दुस्तान फर्टिलाइजर कोरपोरेट्स की नामरूप फेक्टरी को प्राकृतिक गैस योगान के लिये नाहरकटीया से नामरूप तक आसाम गैस कम्पनी लिमिटेड दुलियाजान द्वारा पाइप लाइन बिछायी जानी चाहिए ।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ।

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का पू०) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उस में उपयोग का अधिकार अर्जित करने का अपना आसय एतद द्वारा घोषित किया है ।

वर्शते कि उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइप लाइन बिछाने के लिये आक्षेप सक्षम अधिकारी उपायुक्त डिब्रूगढ आसाम की इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

राज्य — असम, जिला — डिब्रूगढ, तहसील — जयपुर

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
01.	टिपलिंग बंदारी	सरकार	483	0	0	15	
		सरकार	378	0	4	1	
		मियादी नं 124	377	0	0	5	
		मियादी न 145	365	0	2	15	
		मियादी नं 32	366	0	0	7	
		मियादी न 71	368	0	1	13	
		मियादी नं 124	353	0	3	8	
		मियादी नं 71	351	0	1	8	
		मियादी नं 34	506	0	1	8	
		मियादी नं 73	349	1	0	17	
		मियादी नं 55	350	0	0	5	
		सरकार	348	0	0	7	
		मियादी न 6	299	0	0	5	
		मियादी न 103	300	0	3	17	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		मियादी न 37	301	0	2	8	
		मियादी न 1	303	0	0	7	
		मियादी न 77	281	0	0	9	
		मियादी न 70	280	0	4	10	
		मियादी न 98	249	0	1	15	
		मियादी न 110	275	0	3	15	
		मियादी न 13	274	0	0	17	
		मियादी न 23	279	0	0	5	
		मियादी-98	253	0	2	12	
		मियादी न 1	305	0	0	7	
		मियादी न 61	304	0	0	5	
		मियादी न 37	282	0	1	19	
		कुल क्षेत्र		9	1	0	
02	हजुआ पथार गाँव	सरकार	17	9	4	0	
		सरकार	18	0	0	6	
		सरकार	19	11	3	15	
		सरकार	20	0	0	17	
		सरकार	24	0	1	9	
		सरकार	21	0	3	13	
		कुल क्षेत्र		22	4	0	
03.	नौगाँव ढादुमिया	मियादी न 99	65	0	0	18	
		मियादी न 33	64	0	0	18	
		एकसना	133	0	0	9	
		सरकार	134	0	0	3	
		मियादी न 22	139	0	0	5	
		मियादी न 18	137	0	0	14	
		सरकार	138	2	3	10	
		सरकार	61	0	1	7	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		मियादी नं 60	158	0	1	17	
		मियादी नं 78	159	0	0	12	
		मियादी नं 46	160	0	0	6	
		सरकार	163	0	3	0	
		सरकार	165	0	2	1	
		मियादी नं 26	201	0	0	3	
		मियादी नं 38	66	0	0	6	
		मियादी नं 94	67	0	0	18	
		मियादी नं 100	60	0	1	14	
		मियादी नं 76	57	0	0	6	
		मियादी नं 76	58	0	0	11	
		सरकार	164	5	2	6	
		कुल क्षेत्र		11	1	14	
04.	नाहरकटिया शहर	सरकार	41	1	1	4	
	पाचवाँ हिस्सा	सरकार	40	0	4	10	
		सरकार	109	5	3	0	
		सरकार	108	9	3	14	
		सरकार	107	3	1	4	
		मियादी नं 1	37	1	0	6.5	
		मियादी नं 1	43	0	0	17	
		मियादी नं 1	63	0	0	19	
		मियादी नं 57	44	0	0	10	
		मियादी नं 57	53	0	0	7.5	
		मियादी नं 52	54	0	0	3	
		मियादी नं 8	55	0	0	3	
		मियादी नं 9	58	0	0	3	
		सरकार	49	0	0	2	
		मियादी नं 31	59	0	0	10.5	
		मियादी नं 61	62	0	0	10	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		मियादी नं 70	68	0	0	11	
		मियादी नं 70	69	0	0	4.5	
		मियादी नं 35	70	0	0	10	
		मियादी नं 58	71	0	0	18.50	
		मियादी नं 98	80	0	0	1.5	
		मियादी नं 126	94	0	0	19.50	
		मियादी नं 122	96	0	0	9	
		मियादी नं 10	97	0	0	10.5	
		मियादी नं 10	102	0	1	6	
		मियादी न 10	103	0	0	4.50	
		टी.पी.पी नं 1	134	0	3	16	
		टी.पी.पी न 1	104	0	0	1.50	
		टी.पी.पी नं 1	105	0	2	5	
		मियादी नं 1	112	0	0	01	
		सरकार	95	1	2	10	
			कुल क्षेत्र	26	3	1	
05.	लेंगरिजान टी.ईस्टेट.	खेराज मियादी	60	0	4	18	
	जोरहाट टी. कं. लि.	चाय मियादी	25	0	1	13	
	आवेदन नं 40	चाय मियादी	28	3	3	3	
	1909-10	खेराज मियादी	16	1	3	12	
		खेराज मियादी	59	1	4	3	
		चाय मियादी	83	10	2	5	
		चाय मियादी	69	0	0	7	
		चाय मियादी	68	0	2	0	
		चाय मियादी	91	0	2	13	
		चाय मियादी	90	0	0	6	
		चाय मियादी	80	2	1	7	
		चाय मियादी	94	0	4	16	
		सरकार	120	0	2	6	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		सरकार	119	0	0	11	
		सरकार	118	0	0	17	
		सरकार	167	0	0	7	
		सरकार	116	0	0	6	
		सरकार	115	0	0	10	
		सरकार	114	0	0	7	
		सरकार	113	0	0	2	
		सरकार	112	0	0	6	
		सरकार	111	0	0	6	
		सरकार	110	0	0	6	
		सरकार	109	0	0	6	
		सरकार	108	0	0	7	
		सरकार	107	0	0	6	
		सरकार	106	0	0	7	
		सरकार	105	0	0	10	
		चाय मियादी	123	0	0	10	
		सरकार	125	0	0	11	
		सरकार	126	0	0	6	
		सरकार	127	0	0	7	
		सरकार	128	0	0	6	
		सरकार	129	0	0	7	
		सरकार	130	0	0	11	
		सरकार	131	0	0	10	
		सरकार	132	0	0	16	
		सरकार	133	0	0	6	
		सरकार	134	0	0	7	
		सरकार	135	0	0	7	
		सरकार	136	0	0	7	
		सरकार	137	0	0	10	
			कुल क्षेत्र	26	0	4	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
06.	बालीजान माझी गाँव	मियादी नं. 7	63	0	0	9	
		एकसना	64	0	1	5	
		एकसना	65	2	3	11	
		सरकार	106	0	1	9	
		मियादी नं. 50	117	0	1	7	
		एकसना	121	0	1	1	
		मियादी नं. 14	122	0	0	16	
		मियादी नं. 21	136	0	1	10	
		सरकार	138	4	1	5	
		सरकार	137	७	०	1	
		मियादी नं. 9	139	0	0	5	
		मियादी नं. 23	140	0	0	4	
		मियादी नं. 27	141	0	0	5	
		मियादी नं. 31	142	0	0	5	
		मियादी नं. 16	143	0	0	6	
		मियादी नं. 44	146	0	0	16	
		मियादी नं. 38	144	0	0	4	
		मियादी नं. 2	145	0	0	14	
			कुल क्षेत्र	9	0	4	
07.	2 नं. बालीजान गांव	सरकार	82	0	3	10	
		मियादी न 63	84	0	3	4	
		मियादी नं 2	85	0	0	9	
		मियादी न. 11	86	0	0	18	
		मियादी न. 35	87	0	0	2	
		मियादी नं. 1	73	0	0	9	
		मियादी नं. 1	74	0	1	19	
		मियादी नं. 34	75	0	2	15	
		मियादी नं. 37	76	0	3	2	
		सरकार	78	0	0	2	
		मियादी नं. 26	72	0	0	2	
		सरकार	19	0	2	6	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		मियादी नं. 1	126	0	0	2	
		मियादी नं. 32	129	0	2	4	
		मियादी नं. 18	130	0	0	7	
		मियादी नं. 29	131	0	4	19	
		मियादी नं. 14	132	0	3	2	
		मियादी नं. 60	162	0	0	4	
		सरकार	164	0	0	2	
		सरकार	95	0	1	9	
		कुल क्षेत्र		6	1	7	
	बोर खरेमिया	मियादी नं. 20	64	0	1	2	
	गेलागुरी गांव	मियादी नं. 33	65	0	2	6	
		मियादी नं. 44	66	0	0	13	
		मियादी नं. 37	67	0	0	6	
		मियादी नं. 37	70	0	0	13	
		मियादी नं. 32	70	0	0	12	
		सरकार	72	3	2	16	
		मियादी नं. 45	73	0	0	11	
		मियादी नं. 20	74	0	0	12	
		एकसना	78	0	0	11	
		मियादी नं. 43	79	0	0	18	
		मियादी नं. 43	80	0	0	8	
		मियादी नं. 21	82	0	0	2	
		मियादी नं. 13	85	0	0	17	
		मियादी नं. 17	127	0	1	1	
		सरकार	9	—	—	18	
		मियादी नं. 22	128	0	0	12	
		मियादी नं. 27	121	0	0	9	
		सरकार	146	0	1	6	
		कुल क्षेत्र		6	1	13	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
09.	नं. 2 बोर खरेमिया गाँव प्रथम खण्ड	मियादी नं. 10	1	0	0	12	
		एकसना	4	0	1	1	
		मियादी नं. 60	5	0	0	17	
		मियादी नं. 13	8	0	0	17	
		एकसना	9	0	0	16	
		एकसना	10	0	0	13	
		सरकार	60	0	0	18	
		एकसना	61	0	0	13	
		एकसना	62	0	0	19	
		सरकार	69	0	3	3	
		एकसना	70	0	0	17	
		सरकार	71	0	0	9	
		मियादी नं. 19	72	0	0	9	
		मियादी नं. 19	127	0	0	1	
		मियादी नं. 19	128	0	0	3	
		सरकार	129	0	0	6	
		एकसना	130	0	2	0	
		एकसना	131	0	0	9	
		एकसना	132	0	0	2	
		मियादी नं. 118	133	0	1	1	
		सरकार	134	0	0	5	
		एकसना	188	0	0	13	
		मियादी नं. 49	187	0	0	7	
		सरकार	186	0	0	12	
		सरकार	185	0	0	9	
		मियादी नं. 84	178	0	1	2	
		एकसना	163	0	1	16	
		सरकार	165	0	0	6	
		एकसना	196	0	1	12	
		एकसना	195	0	0	18	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		एकसना	190	0	1	2	
		एकसना	196	0	1	12	
		मियादी नं. 75	191	0	0	14	
		सरकार	189	2	2	1	
		मियादी नं. 112	193	0	0	19	
		कुल क्षेत्र		7	4	2	
10.	निगम गाँव	मियादी नं 121	63	0	0	15	
		सरकार	68	0	0	7	
		मियादी नं. 15	69	0	0	12	
		एकसना	70	0	0	2	
		एकसना	75	0	0	2	
		एकसना	76	0	0	17	
		सरकार	77	0	3	13	
		एकसना	78	0	2	1	
		मियादी नं 24	79	0	0	8	
		मियादी नं 29	80	0	0	5	
		एकसना	83	0	0	12	
		मियादी नं. 3	84	0	0	2	
		एकसना	85	0	0	5	
		सरकार	86	0	0	16	
		एकसना	87	0	0	14	
		मियादी नं 173	88	0	0	1	
		एकसना	89	0	0	6	
		मियादी न 165	92	1	1	0	
		एकसना	93	0	0	11	
		मियादी न 165	94	0	0	13	
		मियादी नं 85	101	0	0	15	
		मियादी न. 47	110	0	0	1	
		मियादी नं 47	111	0	1	5	
		मियादी न. 70	112	0	0	14	

क्र. नंबर	गाँव	तालुक पाटा नं.	दाग नं.	एरिया			मन्तवय
				बि.	क.	ल.	
1	2	3	4	5	6	7	
		मियादी नं. 171	122	0	0	11	
		मियादी नं. 144	123	0	0	13	
		मियादी नं. 144	124	0	2	2	
		एकसना	125	0	0	9	
		मियादी नं. 154	126	0	0	6	
		मियादी नं. 138	127	0	0	6	
		मियादी नं. 54	129	0	0	10	
		सरकार	130	7	2	9	
		मियादी नं. 41	131	0	0	6	
		मियादी नं. 41	145	0	1	0	
		मियादी नं. 10	146	0	1	0	
		मियादी नं. 120	206	0	1	1	
		मियादी नं. 120	205	0	0	5	
		मियादी नं. 131	207	0	0	9	
		सरकार	208	0	0	15	
		सरकार	209	0	0	13	
		मियादी नं. 170	210	0	2	2	
		मियादी नं. 174	213	0	1	7	
		सरकार	242	0	2	8	
		सरकार	266	0	0	7	
		सरकार	315	3	2	12	
		मियादी नं. 89	436	0	0	8	
		मियादी नं. 99	435	0	1	18	
		मियादी नं. 99	438	0	1	0	
		मियादी नं. 99	439	0	0	6	
		मियादी नं. 110	440	0	1	1	
		एकसना	441	0	0	8	
		मियादी नं. 110	444	0	1	1	
		सरकार	442	0	0	11	
		सरकार	443	1	0	0	
		सरकार	353	0	0	7	
		कुल क्षेत्र		21	6	18	
11	1 न बोरखेरेमिया गाँव	सरकार	210	0	3	8	
		सरकार	211	0	1	9	
		एकसना	213	0	1	9	

1	2	3	4	5	6	7
		मियादी नं. 134	208	0	1	17
		सरकार	209	1	2	18
		कुल क्षेत्र		3	1	11
12.	नामरूप टि. कं. लि.	सरकार	213	0	1	13
	ग्रान्ट न. 17/181 एफ एस	चाय मियादी	122	0	1	13
	नं. 47 एफ.एस.	सरकार	578	0	0	2
		सरकार	579	0	0	2
		सरकार	597	0	1	9
		सरकार	598	0	0	2
		सरकार	596	0	3	13
		सरकार	603	0	4	4
		सरकार	600	0	0	2
		सरकार	604	0	2	8
		सरकार	602	0	1	9
		सरकार	593	0	2	8
		सरकार	609	0	4	8
		सरकार	610	0	0	18
		सरकार	611	0	0	4
		सरकार	574	0	2	8
		सरकार	556	0	4	5
		सरकार	530	0	2	6
		सरकार	632	0	2	6
		सरकार	529	0	3	3
		सरकार	124	3	3	7
		सरकार	143	17	4	17
		सरकार	142	0	3	12
		सरकार	534	0	0	4
		सरकार	127	19	4	6
		सरकार	524	0	0	1
		सरकार	535	0	0	1
		कुल क्षेत्र		50	0	11

[सं. ओ.-12016/11)/2000-ओ.एन.जी./डी.-IV]

एच. एस. राजौर, डैस्क अधिकारी

New Delhi, the 1st December, 2000

S.O. 2686.— WHEREAS it appears to the Central Government that it is necessary in the public interest that for supply of natural gas to the Factory of M/s. Hindustan Fertilizer Corporation of India Limited, Namrup Unit in the District of Dibrugarh, Assam, Pipeline should be laid from Naharkatia to Namrup by Assam Gas Company Limited, Duliajan.

AND whereas it appears that for the purpose of laying such pipeline it is necessary to acquire the Right of User in land described in the Schedule annexed hereto.

NOW, therefore in exercise of the powers conferred by Sub Section (1) of Section 3 of the Petroleum Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

PROVIDED that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipelines under the land to the competent authority, viz. Deputy Commissioner, Dibrugarh District, Assam.

AND every person making such an objection shall also state specifically whether he wishes to be heard in person or by a legal practitioner.

LAND SCHEDULE

State - Assam, Dist. Dibrugarh, Mouza - Joypore.

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B.	K.	L.	
01.	Tipling-Bhandhari.	Waste Land	483	0	0	15	
		Waste Land	378	0	4	1	
		P.P.No. 124	377	0	0	05	
		P.P.No. 145	365	0	2	15	
		P.P.No. 32	366	0	0	7	
		P.P.No. 71	368	0	1	13	
		P.P.No. 124	353	0	3	8	

Sl. Name of Village No.	Patta No.	Dag.No.	Area			Remarks
			B.	K.	L.	
	P.P.No.71	351	0	1	8	
	P.P.No.34	506	0	1	8	
	P.P.No.73	349	1	0	17	
	P.P.No.55	350	0	0	5	
	Waste Land	348	0	0	7	
	P.P.No.6	299	0	0	5	
	P.P.No.103	300	0	3	17	
	P.P.No.37	301	0	2	8	
	P.P.No.1	303	0	0	7	
	P.P.No.77	281	0	0	9	
	P.P.No.70	280	0	4	10	
	P.P.No.98	249	0	1	15	
	P.P.No.110	275	0	3	15	
	P.P.No.13	274	0	0	17	
	P.P.No.23	279	0	0	5	
	P.P.No.98	253	0	2	12	
	P.P.No.1	305	0	0	7	
	P.P.No.61	304	0	0	5	
	P.P.No.37	282	0	1	19	
Total Area			9	1	0	
02. Hajuwa-Pothar Village.	Waste Land	17	9	4	0	
	Waste Land	18	0	0	6	
	Waste Land	19	11	3	15	
	Waste Land	20	0	0	17	
	Waste Land	24	0	1	9	
	Waste Land	21	0	3	13	
Total area			22	4	0	
03. Now Gaon - Dhadumia.	P.F.No.99	65	0	0	18	
	P.P.No.33	64	0	0	18	
	Annual	133	0	0	9	
	Waste Land	134	0	0	3	
	P.F.No.22	139	0	0	5	
	P.F.No.18	137	0	0	14	
	Waste Land	138	2	3	10	
	Waste Land	61	0	1	7	

Sl. No.	Name of Village	Patta No.	Dag.No.	Area			Remarks
				B	K	L	
		P.P.No.60	158	0	1	17	
		P.P.No.78	159	0	0	12	
		P.P.No.46	160	0	0	6	
		Waste Land	163	0	3	0	
		Waste Land	165	0	2	1	
		P.P.No.26	201	0	0	3	
		P.P.No.38	66	0	0	6	
		P.P.No.94	67	0	0	18	
		P.P.No.100	60	0	1	4	
		P.P.No.76	57	0	0	6	
		P.P.No.76	58	0	0	11	
		Waste Land	164	5	2	6	
Total				11	1	14	

04. Naharkatia Town
5th Part.

Waste Land	41	1	1	4
Waste Land	40	0	4	10
Waste Land	109	5	3	0
Waste Land	108	9	3	14
Waste Land	107	3	1	4
P.P.No.1	37	1	0	6.5
P.P.No.1	43	0	0	17
P.P.No.1	63	0	0	19
P.P.No.57	44	0	0	10
P.P.No.57	53	0	0	7.5
P.P.No.52	54	0	0	3
P.P.No.8	55	0	0	3
P.P.No.9	58	0	0	3
Waste Land	49	0	0	2
P.P.No.31	59	0	0	10.5

Sl. No.	Name of Village	Patta No.	Dag.No.	Area			Remarks
				B.	K.	L.	
		P.P.No. 61	62	0	0	10	
		P.P.No. 70	68	0	0	11	
		P.P.No. 70	69	0	0	4.5	
		P.P.No. 35	70	0	0	10	
		P.P.No. 58	71	0	0	18.50	
		P.P.No. 98	80	0	0	1.5	
		P.P.No. 126	94	0	0	19.50	
		P.P.No. 122	96	0	0	9	
		P.P.No. 10	97	0	0	10.5	
		P.P.No. 10	102	0	1	6	
		P.P.No. 10	103	0	0	4.50	
		T.P.P.No. 1	134	0	3	16	
		T.P.P.No. 1	104	0	0	1.50	
		T.P.P.No. 1	105	0	2	5	
		P.P.No. 1	112	0	0	10	
		Waste Land	95	1	2	10	
Total			area	26	3	1	

05. Lengriyan Tea Estate Jorhat Tea Co.Ltd. Application No. 40 1909-10	Kheraj	60	0	4	18
	Periodical				
	Tea	25	0	1	13
	Periodical				
	-do-	28	3	3	3
	Kheraj	16	1	3	12
	Periodical				
	-do-	59	1	4	3
	Tea	83	10	2	5
	Periodical				
	-do-	69	0	0	7
	-do-	68	0	2	0
	-do-	91	0	2	13

Sl. Name of Village No.	Patta No.	Dag. No.	Area			Remarks
			B	K	L	
-do-		90	0	0	6	
-do-		80	2	1	7	
-do-		94	0	4	16	
Waste Land		120	0	2	6	
-do-		119	0	0	11	
-do-		118	0	0	17	
-do-		167	0	0	7	
-do-		116	0	0	6	
-do-		115	0	0	10	
-do-		114	0	0	7	
-do-		113	0	0	2	
-do-		112	0	0	6	
-do-		111	0	0	6	
-do-		110	0	0	6	
-do-		109	0	0	6	
-do-		108	0	0	7	
-do-		107	0	0	6	
-do-		106	0	0	7	
-do-		105	0	0	10	
Tea		123	0	0	10	
Periodical						
Waste Land		125	0	0	11	
-do-		126	0	0	6	
-do-		127	0	0	7	
Waste Land		128	0	0	6	
-do-		129	0	0	7	
-do-		130	0	0	11	
-do-		131	0	0	10	
-do-		132	0	0	16	
-do-		133	0	0	6	
-do-		134	0	0	7	
-do-		135	0	0	7	
-do-		136	0	0	7	
-do-		137	0	0	10	
Total			area	26	0	4

Sl. Name of Village No.	Patta No.	Dag.No.	Area			Remarks
			B	k	L	
06. Baliyan Mazi Gaon.	P.P.No.7	63	0	0	9	
	Annual	64	0	1	5	
	-do-	65	2	3	11	
	Waste Land	106	0	1	9	
	P.P.No.50	117	0	1	7	
	Annual	121	0	1	1	
	P.P.No.14	122	0	0	16	
	P.P.No.21	136	0	1	10	
	Waste Land	138	4	1	5	
	-do-	137	0	0	1	
	P.P.No.9	139	0	0	5	
	P.P.No.23	140	0	0	4	
	P.P.No.27	141	0	0	6	
	P.P.No.31	142	0	0	5	
	P.P.No.16	143	0	0	6	
	P.P.No.44	146	0	0	16	
	P.P.No.38	144	0	0	4	
	P.P.No.2	145	0	0	14	
	Total	area	9	0	14	
07. 2 No.Baliyan Gaon	Waste Land	82	0	3	10	
	P.P.No.63	84	0	3	4	
	P.P.No.2	85	0	0	9	
	P.P.No.11	86	0	0	18	
	P.P.No.35	87	0	0	2	
	P.P.No.1	73	0	0	9	
	P.P.No.1	74	0	1	19	
	P.P.No.34	75	0	2	15	
	P.P.No.37	76	0	3	2	
	Waste Land	78	0	0	2	
	P.P.No.26	72	0	0	2	

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B	K	L	
		Waste Land	19	0	2	6	
		P.P.No.1	126	0	0	2	
		P.P.No.32	129	0	2	4	
		P.P.No.18	130	0	0	7	
		P.P.No.29	131	0	4	19	
		P.P.No.14	132	0	3	2	
		P.P.No.60	162	0	0	4	
		Waste Land	164	0	0	2	
		-do-	95	0	1	9	
Total				6	1	7	
08.	Bor Kheremia Ghela	P.P.No.20	64	0	1	2	
	Guri Gaon.	P.P.No.33	65	0	2	6	
		P.P.No.44	66	0	0	13	
		P.P.No.37	67	0	0	6	
		P.P.No.37	70	0	0	13	
		P.P.No.32	71	0	0	12	
		Waste Land	72	3	2	16	
		PP No. 45	73	0	0	11	
		P.P.No.20	74	0	0	12	
		Annual	78	0	0	11	
		P.P.No.43	79	0	0	18	
		P.P.No.43	80	0	0	8	
		P.P.No.21	82	0	0	2	
		P.P.No.13	85	0	0	17	
		P.P.No.17	127	0	1	1	
		Waste Land	9	-	-	18	
		P.P.No.22	123	0	0	12	
		P.P.No.27	121	0	0	9	
		Waste Land	146	0	1	6	
Total				6	1	13	

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B	K	L	
9.	2 No. Bprkherimia Gaon. 1st Part.	P.P. No. 10	1	0	0	12	
		Annual	4	0	1	1	
		P.P. No. 60	5	0	0	17	
		P.P. No. 13	8	0	0	17	
		Annual	9	0	0	16	
		Annual	10	0	0	13	
		Waste Land	60	0	0	18	
		Annual	61	0	0	13	
		-do-	62	0	0	19	
		Waste Land	69	0	3	3	
		Annual	70	0	0	17	
		Waste Land	71	0	0	9	
		P.P. No. 19	72	0	0	9	
		-do-	127	0	0	1	
		-do-	128	0	0	3	
		Waste Land	129	0	0	6	
		Annual	130	0	2	0	
		-do-	131	0	0	9	
		-do-	132	0	0	2	
		P.P. No. 118	133	0	1	1	
		Waste Land	134	0	0	5	
		Annual	133	0	0	13	
		P.P. No. 49	187	0	0	7	
		Waste Land	186	0	0	12	
		Waste Land	185	0	0	9	
		P.P. No. 84	173	0	1	2	
		Annual	163	0	1	16	
		Waste Land	165	0	0	6	
		Annual	196	0	1	12	
		-do-	195	0	0	18	
		-do-	190	0	1	2	
		P.P. No. 75	191	0	0	14	

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B	K	L	
		Waste Land	189	2	2	1	
		P.P.No. 112	193	0	0	19	
Total			area	7	4	2	

10. Nigam Gaon	P.P.No. 121	63	0	0	15	
	Waste Land	68	0	0	7	
	P.P.No. 15	69	0	0	12	
	Annual	70	0	0	2	
	-do-	75	0	0	2	
	-do-	76	0	0	17	
	Waste Land	77	0	3	13	
	Annual	78	0	2	1	
	P.P.No. 24	79	0	0	8	
	P.P.No. 29	80	0	0	5	
	Annual	83	0	0	12	
	P.P.No. 3	84	0	0	2	
	Annual	85	0	0	5	
	Waste Land	86	0	0	16	
	Annual	87	0	0	14	
	P.P.No. 173	88	0	0	1	
	Annual	89	0	0	6	
	P.P.No. 165	92	1	1	0	
	Annual	93	0	0	11	
	P.P.No. 165	94	0	0	13	
	P.P.No. 85	101	0	0	15	
	P.P.No. 47	110	0	0	1	
	P.P.No. 47	111	0	1	5	
	P.P.No. 70	112	0	0	14	
	P.P.No. 171	122	0	0	11	
	P.P.No. 144	123	0	0	13	
	P.P.No. 144	124	0	2	2	

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B	K	L	
		Annual	125	0	0	9	
		P.P.No. 154	126	0	0	6	
		P.P.No. 138	127	0	0	6	
		P.P.No. 54	129	0	0	10	
		Waste Land	130	7	2	9	
		P.P.No. 41	131	0	0	6	
		P.P.No. 41	145	0	1	0	
		P.P.No. 10	146	0	1	0	
		P.P.No. 120	206	0	1	1	
		P.P.No. 120	205	0	0	5	
		P.P.No. 131	207	0	0	9	
		Waste Land	208	0	0	15	
		-do-	209	0	0	13	
		P.P.No. 170	210	0	2	2	
		P.P.No. 174	213	0	1	17	
		Waste Land	242	0	2	8	
		-do-	266	0	0	7	
		-do-	315	3	2	12	
		P.P.No. 39	436	0	0	2	
		P.P.No. 99	435	0	1	13	
		P.P.No. 99	438	0	1	0	
		P.P.No. 99	439	0	0	6	
		P.P.No. 110	440	0	1	1	
		Annual	441	0	0	8	
		P.P.No. 110	444	0	1	1	
		Waste Land	442	0	0	11	
		-do-	443	1	0	0	
		-do-	353	0	0	7	
		Total	area	21	8	12	Contd. 107
				n			
1 No.	Borkheremia	Waste Land	210	0	3	18	
	Gaon.	-do-	211	0	1	9	
		Annual	213	0	1	9	
		P.P.No. 134	208	0	1	17	
		Waste Land	209	1	2	18	
		Total	area	3	1	11	

Sl. No.	Name of Village	Patta No.	Dag. No.	Area			Remarks
				B	K	L	
12.	Namrup Tea Co. Ltd.	Waste Land	123	0	1	13	
	Grant No. <u>17</u> F.S.,	Tea Periodical	122	0	1	13	
	<u>181</u>	Waste Land	578	0	0	2	
	No. 47 F.S.	-do-	579	0	0	2	
		-do-	597	0	1	9	
		-do-	598	0	0	2	
		-do-	596	0	3	13	
		-do-	603	0	4	4	
		-do-	600	0	0	2	
		-do-	604	0	2	8	
		-do-	602	0	1	9	
		-do-	593	0	2	8	
		-do-	609	0	4	8	
		-do-	610	0	0	18 *	
		-do-	611	0	0	4	
		-do-	574	0	2	8	
		-do-	556	0	4	5	
		-do-	530	0	2	6	
		-do-	632	0	2	6	
		-do-	529	0	3	3	
		-do-	124	3	3	7	
		-do-	143	17	4	17	
		-do-	142	0	3	12	
		-do-	534	0	0	4	
		-do-	127	19	4	6	
		-do-	524	0	0	1	
		Waste Land	535	0	0	1	
Total			area	50	0	11	

[No. O-12016/11/2000-ONG/D-IV]

H.S. RAJORE, Desk Officer

नई दिल्ली, 4 दिसम्बर, 2000

का. आ. 2687.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में, श्री अर्जुन राम चौधरी, उपखण्ड अधिकारी, झुन्झुनु, राजस्थान सरकार को, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में प्रतिनियुक्ति पर, राजस्थान राज्य की राज्य क्षेत्र के भीतर उक्त अधिनियम के अधीन, पंजाब रिफाइनरी परियोजना की मुंदरा - भठिण्डा पाइपलाइन के लिए सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है।

[सं. आर.-31015/5/2000-ओ आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 4th December, 2000

S. O. 2687.— In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises Shri Arjun Ram Chaudhary, Sub-Divisional Officer, Jhunjhunu, Government of Rajasthan, on deputation to Hindustan Petroleum Corporation Limited, to perform the functions of the Competent Authority for the Mundra-Bhatinda Pipeline of Punjab Refinery Project, under the said Act, within the territory of State of Rajasthan.

[No -31015/5/2000 OR II]

HARISH KUMAR, Under Secy

नई दिल्ली, 4 दिसम्बर, 2000

का. आ. 2688.— केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में विजयवाड़ा से सिकन्दराबाद तक पेट्रोलियम उत्पादों के परिवहन के लिए विजयवाड़ा-सिकन्दराबाद पाइपलाइन परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को यह प्रतीत होता है कि इस प्रयोजन के लिए भूमि, जिसके नीचे प्रस्तावित पाइप लाइन बिछाई जानी है और जो इस अधिसूचना के साथ संलग्न सूची में वर्णित है, उसका अधिकार अर्जित किया जाना आवश्यक है;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग कर उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति, उस तारीख जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रति जनता को उपलब्ध करा दी जाती है, से 21 दिन के भीतर भूमि के नीचे पाइप लाइन बिछाने या उसमें उपयोग के अधिकार का अर्जन करने के संबंध में लिखित आक्षेप सक्षम प्राधिकारी, श्री एम. रामकृष्णा राव, विजयवाड़ा-सिकन्दराबाद पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, हि०पे०का०लि० बल्क डिपो कम्पाउंड, ताडेपल्ली - 522 501 जिला गुन्टूर, आंध्र प्रदेश, को भेजे जा सकेंगे।

अनुसूची

राज्य : आंध्र प्रदेश

जिला : कृष्णा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
(1)	(2)	(3)	(4)	(5)
जि. कोंडूरु	च. मादवरम तेल्लदेवरपाडु	126	2	00-20
		68	1ख	00-18
		68	2ख	02-10
		69	2ख	00-21
	गोड्डमनुगु तिम्मापुरम पल्लमपल्लि	136	क5ख	00-32
		132	ख1	00-37
		74	1	00-78
		74	2	00-17
		75	2	00-25
		75	1	00-01
		16	3क	00-84
		2	1	00-50
नंदिगामा	दामुलूरु	1		00-02
		165	1	00-60
		165	2	00-04
		154	3क2ख	00-93
		155	3ख	01-02
		156	3क2ख	00-71
		156	1ग1	00-06
		161	3ख	00-04
		161	6क	00-72
		161	1	00-45
		159	1	00-04
		159	2	00-20
		159	5	00-14
		77	5	00-30
		69	4	00-68
पेनुगंचिप्रोलु	पेनुगंचिप्रोलु	79	1	00-87
		786	4क	00-04
		792	4ग	00-11

(1)	(2)	(3)	(4)	(5)
पेनुगचिप्रोलु	वेंकटापुरम कोल्लिकोलल	143		02-87
		63	2ट	00-05
		17	6	00-04
		15	2	00-66
		105	2	01-01
		40		00-51
		41		00-81
		60		00-43
		192	1	00-35
		198	1	00-14
वात्सावधि	भिमवरम	198	2	00-08
		112		00-08
जगग्यपेटा	तीरूमलगिरि	132		01-12
		133		00-80
		113		01-47
		108		00-05
		107		00-05
		105		00-62
		104		00-03
		103		00-10
		102		00-27
		101		00-06
		97		00-30
		98		00-20
		99		00-08
		246		00-25
	अनुमंचिपल्लि			

राज्य : आंध्र प्रदेश

जिला : नलगोंडा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
(1)	(2)	(3)	(4)	(5)
मुनागाल	मुनागाल	643	1	00-02
		643	5	00-03
		616		00-66

राज्य : आंध्र प्रदेश

जिला : नलगोंडा

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
(1)	(2)	(3)	(4)	(5)
कोदाड	चिमिरियाल रेडलकुटा	369	जीपी	01-03
		70		01-00
		227		00-09
		201		00-14
		193		00-24
	कापुगल	257		00-20
		257		00-20
		198		01-05
		206		01-14
		208		01-04
		223		00-33
		213		00-14
		212		01-05
	कोदाड	697		00-26
		700		00-38
		718		00-18
		715		01-27
		866		00-02
चिलुकुरु	चिलुकुरु	226		01-00
		224		00-36
		102		01-16
		105		00-22
		100	1	01-27
		1374		00-22
		1375		01-10
		1343	2	01-04
		1308		00-12
	कोंडापुर	130		02-01
		123		01-13
		102		01-12
		127		00-13
	बेतवोलु	179		00-06
		174		00-11
		185		00-12
		189		00-05
		190		00-06
		191		00-02

(1)	(2)	(3)	(4)	(5)
चिलुकुरु	बेतवोलु	195		00-26
		156		00-14
		155	जीपी	00-02
		157		00-03
		149		00-22
		195	जीपी	00-01
पेनपहाड	चिदेल्ला	80		00-13
		69		01-03
	भक्तलापुरम्	82		00-35
		110		00-30
	दरमापुरम्	228		00-06
		250		00-37
		249		00-04
		253		01-24
चिवेमुला	उंड्रगोंड	315		00-04
		94		00-04
		95		00-12
		98		00-03
		100		00-01
		125		00-11
सुर्यपेट	ईमामपेट	189	जीपी	00-06
		179		00-11
		208		00-01
		355		00-10
		293		00-30
		292		00-32
	केसाराम	236		00-01
		232		00-01
		356		00-09
		355		00-19
	सुर्यपेट	353	जीपी	00-30
		292		00-08
		286		01-07
		463		00-09
		461		00-03
		460		00-12
		459		00-06
		473		00-18
		454		00-20
		717		00-13
	के टी अन्नवरम	222		00-03

(1)	(2)	(3)	(4)	(5)
केतेपल्ली	कोप्पालु	50	जीपी	00-22
		151		00-04
	तुनगतुर्ती	52		00-05
		51		01-00
	चेरुकुपल्लि	647		01-03
		638		00-32
	केतेपल्लि	674	जीपी	00-13
		674		00-01
	कोर्लपहाड	121		00-34
		124		00-12
	बंडपालेम	149		00-30
		148		01-00
		147		00-02
		143		01-10
		117		01-15
		118		00-21
		119		01-14
		65		00-07
		62		00-15
		38		00-18
नकरेकल	चंद्रपटला	363		00-01
		798		01-00
		794		00-13
		790		00-06
		791		00-16
		780		00-15
		781		00-05
		782		01-05
		729		01-02
		715		00-15
खटटानुगुर	नकरेकल	606		00-26
		320		00-05
	इटीपामुला	335		00-14
		119		00-01
	मुनुकुल्टा	316		00-10
		317		00-02
		318		00-17
		319		00-13
		332		00-15
		320		00-02
		185		00-36
		184		00-14
		182		00-16

(1)	(2)	(3)	(4)	(5)
खट्टानुगुर	मुनुकुंटला	83		00-01
		65		04-33
		64		00-05
	पराढा	184		01-10
रामन्नपेटा	उतदुरु	211		00-12
		41		00-01
		42		01-17
		40		00-27
	जनमपल्लि	69		00-15
		32		00-11
		196		00-37
	रामन्नपेटा	134		00-36
		121		01-27
		37		00-16
	निधनपल्लि	153		00-24
	भोगाराम	308	1	01-20
	एल्लंकि	698	1	00-34
बीबीनगर	इंक्रियाल	134		01-00
		134	जीपी	00-05

राज्य : आंध्र प्रदेश

जिला : रंगारेड्डि

तालुक/मंडल का नाम	गांव का नाम	सर्वे सं०	भाग हिस्सा सं० (यदि कोई हो)	एकड़ - सेन्ट्स के विस्तार तक
घटकेसर	अंकुशपुरम	127		01-12
		236	जीपी	00-11
		255		00-15

[सं. आर.-31015/1/2000-अगे आर-II खण्ड III]

हरीश कुमार, अवर सचिव

New Delhi, the 4th December, 2000

S. O. 2688.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from Vijayawada to Secunderabad in the State of Andhra Pradesh through Vijayawada-Secunderabad Pipeline Project, a pipeline should be laid by the Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline; it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962, the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri M. Ramakrishna Rao, Competent Authority, Vijayawada-Secunderabad Pipeline Project, Hindustan Petroleum Corporation Limited, HPCL Bulk Depot Compound, Tadepalli-522 501, Guntur District (Andhra Pradesh).

SCHEDULE**STATE : ANDHRA PRADESH****DISTRICT : KRISHNA**

Name of Taluk/ Mandal	Name of Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Cents
(1)	(2)	(3)	(4)	(5)
G. Konduru	Ch.Madavaram	126	2	00 - 20
		68	1B	00 - 18
		68	2B	02 - 10
		69	2B	00 - 21
Veerulapadu	Geddamanugu	136	A5B	00 - 32
	Timmapuram	132	B1	00 - 37
	Pallampalli	74	1	00 - 78
		74	2	00 - 17
		75	2	00 - 25
		75	1	00 - 01
		16	3A	00 - 84
		2	1	00 - 50
		1		00 - 02
Nandigama	Damuluru	165	1	00 - 60
		165	2	00 - 04
		154	3A2B	00 - 93
		155	3B	01 - 02
		156	3A2B	00 - 71
		156	1C1	00 - 06
		161	3B	00 - 04
		161	6A	00 - 72
		161	1	00 - 45
		159	1	00 - 04
		159	2	00 - 20
		159	5	00 - 14
		77	5	00 - 30
		69	4	00 - 68
		79	1	00 - 87
Penuganchiprolu	Penuganchiprolu	786	4A	00 - 04
		792	4C	00 - 11
	Venkatapuram	143		02 - 87
	Kollikolla	63	2K	00 - 05
		17	6	00 - 04
		15	2	00 - 66
	Subbayyagudem	105	2	01 - 01

(1)	(2)	(3)	(4)	(5)
Penuganchiprolu	Mundlapadu	40		00 - 51
		41		00 - 81
		60		00 - 43
Vatsavai	Bhimavaram	192	1	00 - 35
		198	1	00 - 14
		198	2	00 - 08
Jaggayyapeta	Tirumalagiri	112		00 - 08
		132		01 - 12
		133		00 - 80
	Jaggayyapeta	113		01 - 47
		108		00 - 05
		107		00 - 05
		105		00 - 62
		104		00 - 03
		103		00 - 10
		102		00 - 27
		101		00 - 06
		97		00 - 30
		98		00 - 20
		99		00 - 08
	Anumanchipalli	246		00 - 25

STATE : ANDHRA PRADESH

DISTRICT : NALGONDA

Name of Taluk/ Mandal	Name of Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Cents
(1)	(2)	(3)	(4)	(5)
Munagala	Munagala	643	1	00 - 02
		643	5	00 - 03
		616		00 - 66

STATE : ANDHRA PRADESH

DISTRICT : NALGONDA

Name of the Mandal	Name of the Village	Survey No.	Part/ Hissa No. (if any)	Extent Acres - Guntas
(1)	(2)	(3)	(4)	(5)
Kodada	Chimiryal	369	GP	01 - 03
		70		01 - 00
	Redlakunta	227		00 - 09
		201		00 - 14
		193		00 - 24
		257		00 - 20
		257		00 - 20
		198		01 - 05
		206		01 - 14
		208		01 - 04
		223		00 - 33
		213		00 - 14
		212		01 - 05
	Kodada	697		00 - 26
		700		00 - 38
		718		00 - 18
		715		01 - 27
		866		00 - 02
Chilukuru	Chilukuru	226	1	01 - 00
		224		00 - 36
		102		01 - 16
		105		00 - 22
		100		01 - 27
		1374		00 - 22
		1375		01 - 10
		1343	2	01 - 04
		1308		00 - 12
	Kondapur	130		02 - 01
		123		01 - 13
		102		01 - 12
		127		00 - 13
	Bethavolu	179		00 - 06
		174		00 - 11
		185		00 - 12
		189		00 - 05
		190		00 - 06
		191		00 - 02

(1)	(2)	(3)	(4)	(5)	
Chilukuru	Bethavolu	195	GP	00 - 26	
		156		00 - 14	
		155		00 - 02	
		157		00 - 03	
		149		00 - 22	
		195		00 - 01	
Penpahad	Cheedella	80	GP	00 - 13	
		69		01 - 03	
	Bhaktalapuram	82		00 - 35	
		110		00 - 30	
	Dharmapuram	228		00 - 06	
		250		00 - 37	
		249		00 - 04	
		253		01 - 24	
		315		00 - 04	
Chivemula	Undragonda	94	GP	00 - 04	
		95		00 - 12	
		98		00 - 03	
		100		00 - 01	
Suryapet	Imampeta	125	GP	00 - 11	
		189		00 - 06	
		179		00 - 11	
		208		00 - 01	
		355		00 - 10	
	Kesaram	293	GP	00 - 30	
		292		00 - 32	
		236		00 - 01	
		232		00 - 01	
		356		00 - 09	
	Suryapet	Suryapet	355	GP	00 - 19
			353		00 - 30
			292		00 - 08
			286		01 - 07
			463		00 - 09
			461		00 - 03
			460		00 - 12
459			00 - 06		
473			00 - 18		
454			00 - 20		
K.T.Annavaram	717	GP	00 - 13		
	222		00 - 03		

(1)	(2)	(3)	(4)	(5)
Kethepalli	Koppollu	50	GP	00 - 22
		151		00 - 04
	Thungaturti	52		00 - 05
		51		01 - 00
	Cherukupalli	647	GP	01 - 03
		638		00 - 32
	Kethepalli	674		00 - 13
		674		00 - 01
	Korlapahad	121		00 - 34
		124		00 - 12
	Bandapalem	149		00 - 30
		148		01 - 00
		147		00 - 02
		143		01 - 10
		117		01 - 15
		118		00 - 21
		119		01 - 14
		65		00 - 07
		62		00 - 15
		38		00 - 18
Nakrekal	Chandrupatla	363		00 - 01
		798		01 - 00
		794		00 - 13
		790		00 - 06
		791		00 - 16
		780		00 - 15
		781		00 - 05
		782		01 - 05
		729		01 - 02
		715		00 - 15
Kattangur	Nakrekal	606		00 - 26
		320		00 - 05
	Itipamula	335		00 - 14
		119		00 - 01
	Munukuntla	316		00 - 10
		317		00 - 02
		318		00 - 17
		319		00 - 13
		332		00 - 15
		320		00 - 02
		185		00 - 36
		184		00 - 14
		182		00 - 16

(1)	(2)	(3)	(4)	(5)
Kattangur	Munukuntla	83		00-01
		65		04-33
		64		00-05
	Parada	184		01-10
Ramannapet	Uttaturu	211		00-12
		41		00-01
		42		01-17
		40		00-27
	Janampalli	69		00-15
		32		00-11
		196		00-37
	Ramannapet	134		00-36
		121		01-27
		37		00-16
	Nidhanpalli	153		00-24
	Bhogaram	308	1	01-20
	Yellanki	698	1	00-34
Bibinagar	Inkriyala	134		01-00
		134	GP	00-05

STATE : ANDHRA PRADESH**DISTRICT : RANGAREDDI**

Name of the Mandal	Name of the Village	Survey No.	Part/Hissa No. (if any)	Extent Acres-Guntas
Ghatkeshher	Ankushapuram	127		01-12
		236	GP	00-11
		255		00-15

[No -31015/1/2000 OR II-Vol. III]
HARISH KUMAR, Under Secy.

नई दिल्ली, 5 दिसम्बर, 2000

का. आ. 2689.—तेल उद्योग (विकास) अधिनियम 1974 (1974 का 47) की धारा 3 उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 2 नवम्बर, 2000 के पूर्वाह्न से अगले आदेश होने तक के लिए पेट्रोलियम और प्राकृतिक गैस मंत्रालय में सचिव, श्री पी० शंकर को श्री एस० नारायण के स्थान पर तेल उद्योग विकास बोर्ड के अध्यक्ष के रूप में नियुक्त करती है।

[सं. जी.-35012/3/92-वित्त-2]

के. पी. के. नम्बिसन, अवर सचिव

New Delhi, the 5th December, 2000

S. O. 2689.— In exercise of the powers conferred by Sub-section (4) of Section 3 of the Oil Industry (Development) Act, 1974 (47 of 1974), the Central Government hereby appoints, with effect from the forenoon of the 2nd November, 2000 and until further orders, Shri P. Shankar, Secretary, Ministry of Petroleum and Natural Gas, as the Chairman of the Oil Industry Development Board *vice* Dr. S. Narayan.

[No. G-35012/3/92 Fin II]

K. P. K. NAMBISSAN, Under Secy

श्रम मंत्रालय

उपस्थित

नई दिल्ली, 30 अक्टूबर, 2000

का.आ. 2690.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री अतिकुर्ररहमान पुत्र अब्दुल गफूर, लाइम स्टोन माईन ओनर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अन्तर्गत में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2000 प्राप्त हुआ था।

[सं. एल.-29011/6/96-आईआर(विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 30th October, 2000

S.O. 2690.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Sh. Atikurrehman S/o Abdul Gaffur, Lime Stone Mine owner and their workman, which was received by the Central Government on 19-10-2000.

[No. L-29011/6/96-IR(Misc.)]
B. M. DAVID, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राजस्थान
पीठासीन अधिकारी—श्री महेश चन्द्र भगवती,

आर. एच. जे. एस.

निर्देश प्रकरण क्रमांक : औ. न्या./केन्द्रीय/-20/96

दिनांक स्थापित : 2-9-96

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के
आदेश संख्या एल. 29011/06/96-आईआर.
(विविध) दिनांक 14-8-96

निर्देश अन्तर्गत धारा 10(1)(घ)
औद्योगिक विवाद अधिनियम, 1947

मध्य

राष्ट्रीय मजदूर संघ (इन्टक) रामगंज मण्डी जिला कोटा
—प्रार्थी यूनियन

एवं

श्री अतिकुर्ररहमान पुत्र अब्दुल गफूर, लाइम स्टोन खान
मालिक, पीपाखेड़ी सुकेत जिला कोटा।

—अप्रार्थी नियोजक

प्रार्थी यूनियन की ओर से प्रतिनिधि :—

श्री सतीश पचौरी

अप्रार्थी नियोजक की ओर से :—एकपक्षीय कार्यवाही
अतिनिर्णय दिनांक : 29-9-2000

: अतिनिर्णय :

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा उक्त आदेश दि. 14-8-96 के जरिये निम्न निर्देश, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुरान्त "अधिनियम" से सम्बोधित किया जायेगा) की धारा 10(1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"क्या राष्ट्रीय मजदूर संघ (इन्टक), रामगंजमण्डी द्वारा प्रबंधक श्री अतिकुर्ररहमान पुत्र अब्दुल गफूर लाइम स्टोन मालिक, पीपाखेड़ी द्वारा उसकी खान में कार्यरत कर्मचारियों के लिए वित्तीय वर्ष 1994-95 के लिए 20% बोनस भुगतान करने की मांग उचित एवं न्यायसंगत है? यदि हाँ तो सम्बन्धित कर्मचार कितने % बोनस भुगतान के हकदार है?"

2. निर्देश—विवाद इस न्यायाधिकरण में प्राप्त होने पर पंजीकृत उपरांत पक्षकारों को सूचना जरिये नोटिस जारी की गयी। प्रार्थी श्रमिक पक्ष की ओर से प्रार्थी यूनियन राष्ट्रीय मजदूर संघ (इन्टक) रामगंजमण्डी के मंत्री श्री रामगोपाल गुप्ता द्वारा क्लेम स्टेटमेंट प्रस्तुत किया गया जिसमें यह संक्षेप में अभिकथित किया गया है कि अप्रार्थी संस्थान में भारी संख्या में मजदूर काम करते हैं परन्तु अप्रार्थी श्रमिकों को बोनस बिल्कुल नहीं देता है। प्रार्थी यूनियन की ओर से दि. 17-8-95 को नोटिस भेजकर वर्ष 94-95 के लिए नियमानुसार 20% की दर से बोनस भुगतान की मांग की गयी परन्तु अप्रार्थी ने नोटिस का कोई जवाब नहीं दिया। यह भी अभिकथित किया गया है कि अप्रार्थी का व्यवसाय बहुत पुराना है तथा भारी मुनाफे में है, अतः उक्त वित्तीय वर्ष के लिए 20% बोनस दर से भुगतान करवाया जावे।

3. अप्रार्थी की ओर से प्रारम्भ में दि. 13-2-97 को श्री राजवीर शर्मा ने उपस्थित होकर आइन्दा पेशी पर अधिकार-पत्र प्रस्तुत करना चाहा, परन्तु दि. 17-4-97 को उनकी ओर से कोई उपस्थित नहीं होने से उनके विरुद्ध एकपक्षीय कार्यवाही अमल में लायी गयी। तदुपरान्त दि. 29-5-98 को प्रार्थना-पत्र व शपथ-पत्र प्रस्तुत करने पर दि. 30-7-98 को पक्षकारों को सुना जाकर 100/- रु. हरज पर एकपक्षीय कार्यवाही निरस्त करते हुए जवाब हेतु समय दिया गया, तदुपरान्त भी दि. 30-10-98 को अप्रार्थी की ओर से कोई उपस्थित नहीं होने पर पुनः एकपक्षीय कार्यवाही के आदेश पारित किये गये।

4. प्रार्थी पक्ष की ओर से साक्ष्य एकतरफा में प्रार्थी यूनियन के महामंत्री रामगोपाल गुप्ता का शपथ-पत्र व प्रलेखीय साक्ष्य के रूप में दो समझौते-पत्र दि. 2-11 एवं 6-11-95 की फोटोप्रति भी अभिलेख पर प्रस्तुत की गयी है।

5. बहुस प्रार्थी पक्ष सुनी गयी व पत्रावली पर उपलब्ध साक्ष्य का अवलोकन किया गया।

6. राज्य सरकार, श्रम विभाग द्वारा जो निर्देश-विवाद इस न्यायाधिकरण को अधिनिर्णयार्थ प्राप्त हुआ है, वह अप्रार्थी की खान में कार्यरत कर्मकारों के लिए वित्तीय वर्ष 1994-95 के लिए 20% बोनस के भुगतान की मांग की उचितता एवं न्यायसंगतता के संदर्भ में रहा है। प्रार्थी यूनियन के महामंत्री श्री रामगोपाल गुप्ता द्वारा अपने शपथ-पत्र में कर्मकारों को वित्तीय वर्ष 1994-95 के लिए 20% की दर से बोनस भुगतान के संदर्भ में कोई ठोस आधार न्यायाधिकरण के समक्ष नहीं बतलाया गया है और न ही इस सन्दर्भ में अप्रार्थी संस्थान की उक्त वित्तीय वर्ष की कोई बैलेंस-शीट अथवा अन्य लाभ सम्बन्धी प्रलेख ही प्रस्तुत किया गया है जिससे उनकी यह मांग मानी जा सके कि श्रमिकगण/कर्मकार उक्त वित्तीय वर्ष के लिए 20% बोनस दर से भुगतान प्राप्त करने के अधिकारी रहे हैं। बल्कि ठीक इसके विपरीत शपथ-पत्र पर उसकी यह साक्ष्य रही है कि अप्रार्थी एवं अन्य दो श्रमिकगण सर्वश्री गंगाराम आत्मज कालूराम तथा जहूर अहमद आत्मज अब्दुल बहीद भाई के मध्य उक्त वित्तीय वर्ष के बोनस के सन्दर्भ में दो समझौते क्रमशः दिनांकित 6-11-95 एवं 2-11-95 सम्पन्न हुए हैं जिनमें श्रमिकगण उक्त को वित्तीय वर्ष 1994-95 के लिए क्रमशः 10% एवं 13.50% की ब दर से बोनस भुगतान किया जाना तय हुआ है। अपने साक्ष्य समर्थन में साक्षी द्वारा उक्त दोनों समझौतों की फोटो प्रतियां भी अभिलेख पर प्रस्तुत की गयी हैं। चूंकि अप्रार्थी की ओर से उक्त मौखिक एवं प्रलेखीय साक्ष्य का कोई खण्डन न्यायाधिकरण के समक्ष नहीं किया गया है, इस कारण इस साक्ष्य को न माने जाने का कोई कारण प्रकट नहीं होता है। इस प्रकार यह न्यायाधिकरण इस निष्कर्ष पर पहुंचता है कि प्रार्थी यूनियन द्वारा अप्रार्थी के यहां कार्यरत श्रमिकगण के लिए वित्तीय वर्ष 1994-95 के लिए 20% की दर से बोनस के भुगतान की मांग करना उचित नहीं है बल्कि कार्यरत श्रमिकगण वित्तीय वर्ष 1994-95 के लिए अप्रार्थी से उक्त समझौते दिनांकित 2-11-95 की भांति ही 13.50% की दर से बोनस भुगतान प्राप्त करने के अधिकारी हैं।

7. अतः उक्त सम्पूर्ण विवेचन के आधार पर भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश-विवाद को इसी प्रकार अधिनिर्णित कर उत्तरित किया जाता है कि राष्ट्रीय मजदूर संघ (इन्टक) रामगंज मण्डी द्वारा

अप्रार्थी प्रबन्धक अतिकुर्रहमान पुत्र अब्दुल गफूर, लाईम स्टोन मालिक पीपाखेड़ी, सुकेत जिला कोटा से उसकी खान में कार्यरत कर्मकारों के लिए वित्तीय वर्ष 1994-95 के लिए 20% बोनस की मांग करना उचित नहीं है बल्कि प्रार्थी श्रमिकगण/कर्मकार अप्रार्थी से उक्त वित्तीय वर्ष 1994-95 के लिए पूर्व में किये गये अन्य श्रमिक के समझौते की भांति ही 13.50% की दर से बोनस भुगतान प्राप्त करने के अधिकारी घोषित किये जाते हैं।

इस अधिनिर्णय को समुचित सरकार को नियमानुसार प्रेषित किया जावे।

अधिनिर्णय आज दिनांक 29-9-2000 को खुले न्यायाधिकरण में सुनाया गया।

महेश चन्द्र भगवती, न्यायाधीश

नई दिल्ली, 30 अक्टूबर, 2000

का. आ. 2691.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राज फ्लोरिंग कं. कोटा के प्रबन्धतंत्र के सबद्ध निोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-10-2000 को प्राप्त हुआ था।

[सं. एल-29012/50/94-आई आर (विविध)]
बी. एम. डेविड, अवसर सचिव

New Delhi, the 30th October, 2000

S.O. 2691.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kota as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Raj. Flooring Stone Co., Kota and their workman, which was received by the Central Government on 19-10-2000.

[No. L-29012/50/94-IR(Misc.)]

B. M. DAVID, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण/केन्द्रीय/कोटा/राजस्थान
पीठासीन अधिकारी — श्री महेश चन्द्र भगवती,
आर. एच. जे. एस.

निर्देश प्रकरण क्रमांक : औ. न्या./केन्द्रीय/1/95

दिनांक स्थापित : 13/2/95

प्रसंग : भारत सरकार, श्रम मंत्रालय, नई दिल्ली के आदेश
संख्या 29012/50/94-आई. आर. (विविध)
दि. 13-1-95

निर्देश अन्तर्गत धारा 10(1)(घ)

औद्योगिक विवाद अधिनियम, 1947

मध्य

राजमल पुत्र नन्दलाल द्वारा श्री के. एम. यादव,
5 जी-12, महावीर नगर तृतीय, कोटा ।

—प्रार्थी श्रमिक

एवं

प्रबन्धक मै. राज फ्लोरिंग स्टोन कंपनी, बाजार नं. 4
रामगंज मण्डी जिला कोटा ।

—अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक को ओर से प्रतिनिधि:—श्री के. एम. यादव एवं
श्री राजमल (श्रमिक स्वयं)

अप्रार्थी नियोजक को ओर से प्रतिनिधि:—श्री बी. के. जैन
अधिनिर्णय दिनांक : 29-9-2000

अधिनिर्णय

भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा अपने
उक्त आदेश दिनांक 13-1-95 के जरिये निम्न निर्देश,
औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त
“अधिनियम” से सम्बोधित किया जावेगा) की धारा 10
(1) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ
सम्प्रेषित किया गया है :—

“क्या प्रबन्धन मै. राज फ्लोरिंग स्टोन कंपनी,
रामगंज मण्डी का यह कथन सही है कि कर्मकार श्री राजमल
स्वेच्छा से नौकरी छोड़कर चला गया है ? यदि नहीं तो
प्रबन्धन द्वारा कर्मकार को नौकरी से हटाने की कार्यवाही
उचित है ? एवं कर्मकार किस अनुतोष का हकदार है ?”

2. निर्देश-विवाद इस न्यायाधिकरण को प्राप्त होने पर
पंजीकृत उपरान्त दोनों पक्षों को जरिये नोटिस जारी की
गयी जिस पर दोनों पक्षों की ओर से अपने-अपने अभ्यावेदन
प्रस्तुत किये गये । प्रार्थी पक्ष की ओर से साक्ष्य में अपना
शपथ-पत्र प्रस्तुत किया गया, इसी बीच दोनों पक्षों के मध्य
राजीनामे होने की बात प्रकट की गयी ।

3. आज प्रार्थी स्वयं राजमल मय अधिकृत प्रतिनिधि
श्री के. एम. यादव व अप्रार्थी नियोजक प्रतिनिधि श्री बी.
के. जैन ने उपस्थित होकर एक प्रार्थना-पत्र प्रस्तुत कर
निवेदन किया कि दोनों पक्षों के मध्य लोक अदालत की
भावना से प्रेरित हो, प्रस्तुत निर्देश प्रकरण के सम्बन्ध में
आपसी राजीनामा सम्पन्न हो गया है जिसके तहत प्रार्थी
ने अप्रार्थी के यहां पुनः सेवा नियोजन का अधिकार छोड़ते
हुए, अप्रार्थी से 15,000/- रुपये की राशि अन्तिम समझौते
के बतौर लेना स्वीकार किया है जो राशि अप्रार्थी, प्रार्थी
को एक माह में अदा कर देगा तथा तदुपरान्त दोनों पक्षों
के मध्य कोई विवाद शेष नहीं रहेगा, अतः प्रस्तुत प्रार्थना-
पत्र/राजीनामे के आधार पर अधिनिर्णय पारित कर दिया
जावे ।

4. प्रस्तुत प्रार्थना-पत्र/राजीनामे को दोनों पक्षों को
पढ़कर सुनाया व समझाया गया जो दोनों पक्षों ने सही
होना स्वीकार किया तथा इस न्यायाधिकरण को राय में
भी उक्त राजीनामा दोनों पक्षों के हित में प्रतीत होता है ।
चूंकि राजीनामे के तहत प्रार्थी ने अप्रार्थी से अन्तिम
समझौते बतौर 15,000/- रु. की राशि लेना स्वीकार
किया है जो राशि अप्रार्थी, प्रार्थी की एक माह के अन्दर
अदा कर देगा और तदुपरान्त कोई विवाद दोनों पक्षों के
मध्य शेष नहीं रहेगा । दोनों पक्ष इस राजीनामे में उक्त से
सम्बद्ध रहेंगे । अतः उक्त राजीनामे के आधार पर इसी
प्रकार अधिनिर्णय पारित किया जाता है ।

इस अधिनिर्णय को सन्तुष्ट सरकार को निवेदितानुसार
प्रकाशनार्थ भिजवाया जावे ।

अधिनिर्णय आज दिनांक 29-9-2000 को खुले न्याया-
धिकरण में सुनाया गया ।

महेश चन्द्र भगवतो, न्यायाधीश

नई दिल्ली, 7 नवम्बर, 2000

का. आ. 2692.—औद्योगिक विवाद अधिनियम,
1947 (1947 का 14) की धारा 17 के अनुसरण में,
केन्द्रीय सरकार मैसर्स टिस्को लि. के प्रबन्धतंत्र के संबद्ध
नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में श्रम न्यायालय, राऊरकेला के पंचाट
को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-11-2000
को प्राप्त हुआ था ।

[सं. एल-26012/3/93-आई आर (विवाद)]
बी. एम. डेविड, अवर सचिव

New Delhi, the 7th November, 2000

S.O. 2692.—In pursuance of Section 17 of the Industrial
Dispute Act, 1947 (14 of 1947), the Central Government
hereby publishes the award of the Industrial Tribunal,
Rourkela as shown in the Annexure in the Industrial Dispute
between the employers in relation to the management M/s.
TISCO Co. Ltd. and their workman, which was received by
the Central Government on 1-11-2000.

[No. L-26012/3/93-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

AWARD

IN THE COURT OF PRESIDING OFFICER:
INDUSTRIAL TRIBUNAL: ROURKELA

Industrial Dispute Case No. 37/97 (C)

Dated, the 21st September, 2000

PRESENT:

Sri Alak Kumar Dutta,
Presiding Officer,
Industrial Tribunal,
Rourkela.

BETWEEN

The General Manager (Mines),
M/s. Tata Iron & Steel Co. Ltd.,
At : Noamundi,
Dist. : Singhbhum,

1st party

AND

Sri Nityananda Panigrahi,
At : Qr. No. S/IR/37,
Joda West Lower Camp,
PO : Joda,

Dist. : Keonjhar.

2nd party

APPEARANCES :

For the 1st party—Sri K. C. Rath, Advocate.

For the 2nd party—Sri H. Hota, Advocate.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act have referred the following disputes for adjudication vide No. L-26012/3/93-IR(M) dt. 28-7-94 :

"Whether the action of the management of M/s. Tata Iron & Steel Co. Ltd., Dist. : Keonjhar in dismissing Sri Nityananda Panigrahi, P No. 92154 vide letter dt. 20-5-92 was justified? If not, to what relief the workman is entitled?"

2. The claim statement of the 2nd party in brief is as follows :

He was working as labourer under the management. A domestic enquiry was conducted against him on the allegation that on 4-4-92 at about 10 P.M. while Sri R. S. Gabriyal, Manager, Mines, Joda was coming in his Car from Joda Township alongwith his wife and daughter and going towards officers flat, near chauwk, his nephew Subodh Panda came to the middle of the road and opening the fly zip of his pant made vulgar gestures. Mr. Gabriyal getting down from his car while going with him to complain to the 2nd party, near the quarter of Ajay Das, the 2nd party suddenly came and assaulted Mr. Gabriyal and abused him in filthy language. But actually while Subodh was passing by the road side Mr. Gabriyal stopped the car and assaulted him causing injuries. For this F.I.R. was lodged victim was examined medically and the police filed chargesheet. So to escape from liability Gabriyal has made false allegation. A domestic enquiry was conducted in an illegal manner. No list of witness was given. He requested the E.O. to conduct the enquiry in Oriya language as he is illiterate. But the prayer was rejected. No opportunity was given to the 2nd party to defend himself. The enquiry was conducted without following the principles of natural justice. No enquiry report was supplied to him. Ultimately the management acted upon the enquiry report and dismissed him from service illegally w.e.f. 21-5-92. Hence prayer for reinstatement with back wages.

3. The management gives reply which in brief is as follows :

On 4-4-92 Mr. Gabriyal, Manager, Mines, TISCO returning in his car from Joda East township with his wife and daughter and near Children's Park of Joda West Lower Camp, three boys were found sitting on the roadside culvert and suddenly one of them (Subodh Panda, nephew of the 2nd party workman) came to the middle of the road and standing in front of his car opened the zip of his pant and made vulgar gestures by showing his private part. Mr. Gabriyal stopped the car and asked Panda to allow his car to pass by but he did not listen and continued to make vulgar gestures. He could ascertain that the 2nd party was the guardian of that boy. So he went towards the quarter of 2nd party workman and met him on the way in front of the residence of Ajay Das; and the 2nd party being told about the misdeeds of his nephew suddenly assaulted Mr. Gabriyal with below & abused him in filthy language. The other residents of the locality intervened and Gabriyal went back to his residence. On 6-4-92 Gabriyal filed a written complaint to the Divisional Manager,

Mines who ordered to issue chargesheet against the 2nd party and to put him under suspension. On 9-4-92, chargesheet was issued to the 2nd party regarding the complaint filed by Sri Gabriyal relating to that occurrence and he was asked to submit explanation. On 14-4-92 and 2nd party filed his written explanation refuting the charges. But as the explanation was not satisfactory, a domestic enquiry was conducted and Sri B. K. Mohanty was appointed as E.O. The enquiry was adjourned from 16-4-92 to 18-4-92 and then to 23-4-92, on the prayer of the 2nd party. On 23-4-92 the 2nd party was absent. So the case was adjourned to 30-4-92 and notice issued to the 2nd party. On 30-4-92 the management, representative and the 2nd party appeared before the E.O. On that date the 2nd party filed five applications before the E.O. One application has made relating to the list of witness of the 2nd party, 2nd application sought for recording the proceedings in Oriya, the 3rd application was to conduct the enquiry during working hours, the 4th application was for supplying copies of enquiry proceeding and in 5th application prayer was made to hold the enquiry at the place of occurrence. The E.O. rejected all these applications stating that proceedings would be recorded in English being the official language, but at the end of the each day the same would be read over translating the same in Oriya for his understanding. The 2nd party was permitted to be accompanied by an observer to render assistance. The 2nd party was also intimated to peruse the proceedings of the enquiry and make notice thereof if he so liked. He held that the enquiry could not be conducted at the place of occurrence which was an open place. He conducted the enquiry during office hours. On that day after the applications were rejected the 2nd party filed an application stating that he did not require the assistance of any observer and as his applications were rejected, he would not participate in the enquiry. He left the enquiry. On that day the enquiry was conducted ex parte. Basing upon the evidence of the management witness and documents, the 2nd party was found guilty. The E.O. submitted his report to the Divisional Manager who placed it before A.G.M. Mines. On 19-5-92 the order of dismissal was passed. The same was made effective from 22-5-92 and the order was communicated to the 2nd party. The 2nd party made a representation to A.G.M. Mines who advised him to file an appeal before the arbitration committee under Clause XXXVIII of the memorandum of agreement dt. 11-9-89. The 2nd party did not file any appeal. Therefore this reference is not maintainable. The enquiry was conducted following the principles of natural justice. The 2nd party is a habitual offender being cautioned and punished several times previously. Hence prayer for dismissing the case.

4. On the aforesaid analysis, following issues have been framed :

- I : Whether the reference is maintainable?
- II : Whether the domestic enquiry conducted against the 2nd party workman is fair and proper?
- III : Whether the action of the management in dismissing the 2nd party Sri Nityananda Panigrahi is justified?
- IV : To what relief, if any, the 2nd party workman is entitled to?

5. Issue no. II :—M.W. 1 was appointed E.O. in the domestic enquiry. He was Divisional Manager, Personnel in TISCO. He states that on the basis of a complaint, Ext. 1 made by R. S. Gabriyal to the Divisional Manager, charge, Ext. 2 was framed against the 2nd party. The 2nd party was also put under suspension on 9-4-92. In response to the chargesheet the 2nd party submitted a written explanation, Ext. 3 which being found not satisfactory the Divisional Manager, Mines appointed him as E.O. vide Ext. 4. On receiving the appointment letter he issued notices to the delinquent with copy to Marshalling Officer Mr. S. S. Hota fixing the date to 16-4-92 vide Ext. 5. On that day the delinquent sent an application requesting for adjournment which was allowed and the case was adjourned to 23-4-92. He issued notices to the delinquent to appear on that day vide Ext. 6. Delinquent refused to receive the same. So on 23-4-92 he sent notice under Regd. Post with A/D fixing the date of enquiry to 30-4-92. He received the notice and appeared before him on that date. The Marshalling Officer also appeared. On that day the delinquent filed four petitions and list of witness before him. He disposed of all those four petitions Ext. 7, 7/a, 7/b & 7/c on that date. T-

delinquent gave a petition. Ext. 8 in writing that since order passed on those four petitions were not satisfactory, he could not sit in the enquiry. Then he set the delinquent ex parte and conducted the enquiry in his absence. Four witnesses were examined on behalf of management. After going through the evidence on record he held the 2nd party guilty of all the charges and submitted his finding to the Divisional Manager, Mines vide Ext. 9. He also submitted the enquiry proceeding, Ext. 10 and all other relevant papers to the Divisional Manager on the same date. He admits that in the enquiry notice it was not mentioned that the delinquent could take the assistance of a co-worker in that enquiry. He states that marshalling officer had submitted a list of witness and as the delinquent did not attend the enquiry he did not furnish him a copy of that list. He denies the suggestion that he and management witness threatened the witness of the delinquent that they would be removed from service if they would depose in favour of the delinquent. He denies any knowledge that Mr. Gabriyal assaulted Subodh Panda, the nephew of the 2nd party for which he was medically examined and a criminal case was started against Mr. Gabriyal by police. He denies that on 30-4-92 he told the delinquent that he would be noticed about the next date of hearing of enquiry, but held the enquiry ex parte on that very day behind the back of the delinquent. He denies the suggestion that he did not examine any witness on 30-4-92.

6. M.W.2 was the Marshalling Officer in that enquiry. He corroborates M.W. 1 about domestic enquiry. He has stated that after orders were passed on those petition of the delinquent he refused to participate in the enquiry and left. Therefore, 4 witnesses including himself (M.W. 2) were examined on behalf of the management. He states that there was a settlement on 23-8-76 between the 1st party management and Indian National Mines Workers Federation (Union of the workers of 1st party) where an arbitration provision was incorporated vide Ext. 12. As per the settlement if a person is dismissed or discharged he shall approach the management to constitute an arbitration committee consisting of representative of management and the union to hear his case. He proves Ext. 11/a the relevant clause. There was bipartite settlement between recognised union and the management in 1979, 1984 and 1989 and the arbitration clause has been incorporated in all these settlements vide Ext. 13, 14 and 15. The 2nd party workman did not prefer any appeal before arbitration committee. On 1-6-92 gave in writing to the Asst. General Manager to consider his case vide Ext. 16 and the A.G.M. replied to take recourse of clause XXXVIII of the memorandum dated 11-9-89 vide Ext. 17. He states that on the direction of the Divisional Manager he conducted preliminary enquiry, but that was not supplied to the delinquent nor placed before the E.O. during the enquiry. He denies the suggestion that executive who issued the charge-sheet and the executive who dismissed the 2nd party from service are not competent to issue charge-sheet and to pass order of dismissal. He states that on 30-4-92 the 2nd party appeared before the enquiry committee alone without bringing any witness. He denies that the management witness and the E.O. threatened the witness of the 2nd party that they would be dismissed from service if they would depose in favour of the 2nd party. He denies that the 2nd party requested the E.O. to adjourn the case to enable him to adduce evidence which he agreed. He denies further that the E.O. did not record the statement of any witness on 30-4-92.

7. M.W. 3 is R.S. Gabriyal on whose petition enquiry was conducted against the 2nd party. He states that on 4-4-92 at about 10 P.M. he was returning to his flat in his car. His wife and his baby were in the car. On the way near the childrens park he found three local boys sitting on the culvert. One of them came and standing on the middle of the road in front of the car opened the zip of his pant and showing his private part made up seen gestures. He stopped his car and came out. The other two boys fled away. That boy was still standing there. Being asked the boy told the name of N. N. Panigrahi as his guardian who was staying close to the park. He took that boy to the house of N.N. Panigrahi as per his direction. On the way near the quarter of Ajay Das and V. R. K. E. Rao saw two to three persons coming from the opposite side. One of them whom he could know later as N. N. Panigrahi abused him and hit him. There was gathering and others separated them. He states that V.R.K.E. Rao and K.M. Patnaik had seen the occurrence.

He returned to his quarter. Next day on 5-4-92 was Sunday. So on 6-4-92 he made written complaint to the management vide Ext. 1. He deposed in that domestic enquiry. He denies that he was in a drunken state and that he assaulted nephew of N.N. Panigrahi who was urinating by the side of the road. He states that the said boy was aged about 14 to 15 years. He denies the suggestion that seeing the boy urinating by road side he got annoyed and stopped his car and got down from it and beat that boy mercilessly and his wearing shirt was torn. That he was forcibly taking him to the house of N.N. Panigrahi. He denies the suggestion that Panigrahi did not hit him on his face and to avoid charges on his beating his nephew he has made a false report. He admits that regarding that incident police submitted P.R. against him. M.W. 4 & 5 are the eye witness to the occurrence. M.W. 4 states that on 4-4-92 at about 10.15 P.M. was sitting on his courtyard when he found N.N. Panigrahi accompanying two to three others were going towards the culvert. He also saw M.W. 3 coming with the nephew of Panigrahi from the culvert side. Sri Panigrahi was shouting hurling abuses. They came near each other. Both were in agitated mood. Panigrahi hit on the face of M.W. 3 and he separated them. He was examined in the domestic enquiry. He states that the place where the car was parked was clearly visible from the house of Panigrahi. Panigrahi and M.W. 3 came face to face in front of the house of Ajay Das. That boy was not crying then and did not mark any injury on him. M.W. 5 states that on that day at about 10 P.M. he was coming to the bus stand in his own Car to see off his relatives. On the way near the culvert he found one Maruti Car belonging to M.W. 3 standing on the road blocking the passages. He heard hullah near the house of Ajay Das. He got down from the Car and went there. He found gathering of 8 to 10 persons there. Sri Panigrahi, Rao and Gabriyal were there in the gathering. Sri Panigrahi was abusing Gabriyal in Oriya 'Sala' 'Matherchod'. Then Panigrahi gave a blow on the face of Gabriyal. He and Rao separated them. He was examined in the domestic enquiry. He did not see Gabriyal beating any boy who sustained bleeding injury. He did not found anybody charging Gabriyal for assaulting anybody.

8. W.W. 1 is the 2nd party workman. He denies that on 4-4-92 he assaulted an officer of his company. He admits attending the enquiry, on the date. But the E.O. did not explained him the procedure, he was going to adopt. He claim that he had not been asked to come with a co-worker. On 30-4-92 he attended the enquiry with his witnesses. He was not supplied with list of witness and documents of the management. He appealed to the E.O. to conduct the enquiry in Oriya as he did not know English, but the same was turned down. The proceeding was not explained to him in Oriya. He claims that before starting of the enquiry he was not paid subsistence allowance for his remaining under suspension. He further states that the day he attended the enquiry with his witnesses, his witness were not examined. At about 4.15 P.M. he was asked to go away with assurance to be called with witness on another day for further examination. But he was never called. Regarding the occurrence he states that on that day at about 9.30 P.M. he was in his quarter. Hearing quarrel and abusing words he came out and found Gabriyal dragging his nephew Subodh Panda. Being asked Gabriyal told that Subodh was urinating by road side. He asked him to set him free giving his identity as his uncle. He and some others forcibly took away his nephew. Gabriyal was abusing. The boy had injury on his body. He went to P.S. to lodge F.I.R. The O.I.C. refused to accept it so he complained to the S.P. Thereafter the F.I.R. was received and police issued charge-sheet against Gabriyal. He took his nephew to TISCO hospital for medical treatment. After dismissal he wrote to the management and to the union for reinstatement. He proves Ext. A as his letter to the management dated 14-5-92. Ext. B as the F.I.R. and Ext. C the injury report of Sri Subodh. In cross examination he admits receiving the charge-sheet Ext. 2. He admits filing the petitions Exts. 7, 7 a, 7b and 7c before the E.O. and Ext. 9 as the order of the E.O. over his petitions. He admits that thereafter he filed petition. Ext. 8 before the E.O. expressing his design not to attend enquiry any more. He admits that Subodh Panda was not medically examined on Police requisition but in TISCO hospital he got Subodh Panda treated on payment. After treatment of his nephew Police case was initiated and thereafter police sent injury requisition to the hospital. He admits that he was suspended on 9-4-92 and dismissed from 22-5-92.

He states that company was issuing pay slips every month. It was not directly handing over cash to him. Every month his pay amount was being deposited in his bank account. He admits that he has received the pay slips for the month of April 1992. He denies receiving pay slips for May 1992. He admits that his bank pass book can show whether he has received the pay for the month of April and May 1992. He proves Ext. 18 as the pay slips for the month of April 1992. He cannot say if pay slips marked 'X' as his payslips for the month of May 1992. He denies receiving subsistence allowance during the period of suspension. After dismissal he made representation to the A.G.M. vide Ext. 16 and the A.G.M. gave the reply vide Ext. 17. He denies that he has not preferred any appeal after receiving reply. Ext. 17. He admits not filing documents regarding filing of his appeal. He admits that in the domestic enquiry, he has been asked to take the help of an observer, but he was not given sufficient time to bring one observer. He admits not asking for the list of management witnesses and documents.

9. W.W. 2 is the victim boy Subodh Panda. He states that on 4-4-92 at about 10.30 P.M. he, Ganeswar Naik and Anil Dutta were sitting on the culvert near Joda west lower camp. At that time one Maruti Car coming from Joda west side passed by them and going a distance again returned back. While he was pissing by road side, the Car passed by them and again returned. Sri Gabriyal came out from the Car and enquired from him if he was pissing by road side. When he answered in affirmative he caught hold of his shirt collar and gave a slap. He protested. Mr. Gabriyal abused and asked about his identity. He wanted to take him to his guardian Sri Panigrahi. Subodh begged him to let him go away. But he gave him a kick and Subodh fell down. Then Sri Gabriyal started dragging him to his residence. On the way his guardian Sri Panigrahi, Sri Panda and 3 to 4 others came there hearing his cry. Sri Panigrahi asked Mr. Gabriyal about his fault. Mr. Gabriyal told him that he (Subodh) was pissing by the road side. Panigrahi asked him to set free Subodh. But he abused him in vulgar language giving threat to suspend him. Panigrahi intervened and took him home. That night he and Panigrahi went to P.S. and lodged F.I.R. He had sustained injuries. He had been to hospital for treatment. He further states that on 30-4-92 at about 4.30 P.M. he attended departmental enquiry regarding this incident. That day enquiry was not conducted and the E.O. told him that subsequent date of hearing would be noticed. But he was not noticed further. He claims that he has deposed in the court in the criminal case against Sri Gabriyal. He admits that he was not noticed to attend the enquiry. He does not know the result of that criminal case. He states that the incident took place in front of the bungalow of Ajay Das. Gabriyal was in the Car with his wife and daughter. He denies that when the Car was approaching he stand in the middle of the road facing the car and urinated by opening the zip of the pant. He denies that Gabriyal did not assault him. He denies that when he was being taken by Sri Gabriyal to his house near the house of Ajay Das Panigrahi assaulted him.

10. W.W. 3 is Anil Dutta. He states that while Subodh was pissing by the road side Gabriyal came in his car passed by them and again returned back. He assaulted Subodh. At this time Panigrahi and others came and wanted to take Subodh assuring to enquire into the matter. But Gabriyal abused Panigrahi using vulgar words. He denies that Panigrahi assaulted Gabriyal. He claims to have attended the enquiry. By the time he went at 4 P.M. the office was already closed. He admits that he was not noticed to attend the enquiry.

11. W.W. 4 is Sanatan Panda. He states that on 4-4-92 at about 10 P.M. he had been to the house of Srikanta Mishra to collect his dues. When he was talking with Mishra there was a hullab on the road, at a distance of about 130 feet. He and 4 to 5 others rushed there. He saw Gabriyal dragging Subodh Panda holding his hand. They intervened and separated them. Gabriyal was abusing Panigrahi in vulgar words accusing him as not teaching manners to Subodh Panda. Then he left by car. He states that Panigrahi did not assault Gabriyal. He claims that he attended the domestic enquiry being called by Sri Panigrahi. The time was about 4.30 P.M. The Officer told him to go away and they would be noticed again. He admits that he did not receive any notice to attend the enquiry.

12. Issue Nos. II and III.—The learned representative of the 2nd party argues that Gabriyal assaulted Subodh as he was pissing by the road side and Subodh sustained injury and for this F.I.R. was lodged against him and Subodh has been medically examined; and the police had submitted chargesheet. So to escape from liability Mr. Gabriyal has made such false allegation. He argues that Subodh was a boy aged about 12 years and it is not believable that he was standing on the middle of the road making vulgar gestures. Gabriyal's assault on Subodh has been proved by workmen witnesses. So the E.O. has submitted false report. He further submits that no list of witnesses was supplied to him during enquiry and after enquiry, no enquiry report has also been supplied which vitiates the disciplinary proceedings. He further submits that though he was put under suspension, no suspension allowance was given to him for which enquiry proceeding is illegal. In reply, the learned representative of the management submits that generally people urinate by the side of the road. It was late night. If Subodh was pissing by the road side, it could not have caused any offence to Mr. Gabriyal as he was going by his car. It is not that it was first time Gabriyal came across a person pissing by the road side. So it cannot be believed that for this, Gabriyal stopped the car and assaulted the boy. Moreover management witness who were eye witness to the occurrence has seen the 2nd party abusing and assaulting Mr. Gabriyal in front of the quarter of Ajay Das. Their evidence is not shaken in cross examination. They have also deposed in that manner in the domestic enquiry. He further argues that before starting of the hearing the 2nd party left the room filing a written complaint that since his previous petitions of that date had been rejected, he would not participate in the enquiry. So there was no question of supplying list of witnesses to the 2nd party. He further submits that 2nd party was also asked to take the assistance of an observer which he did not avail. He argues that the 2nd party has been paid subsistence allowance for the period of his suspension.

13. As per the 2nd party's case, Gabriyal assaulted Subodh on the road. As per the management's case while Mr. Gabriyal was taking the boy to the house of his guardian the 2nd party to complained about his mischief, on the way near quarter of Ajay Das, the 2nd party abused & assaulted Mr. Gabriyal. So during the course of one incident both the occurrence took place at two different places. It may be true that Gabriyal assaulted Subodh. On such allegation police submitted chargesheet against him. But that cannot be a ground for the 2nd party to assault Mr. Gabriyal. The evidence of witness as discussed above is clear on this point. The 2nd party claims that list of witness has not been supplied to him. But it was not possible since he left the enquiry before the enquiry was taken up. In view of his such petition, Ext. 8 it cannot be believed that the E.O. told him that another date would be fixed for recording his evidence.

14. Coming to non-payment of subsistence allowance I find no such plea has been taken by the 2nd party in his statement of claim. But I find that there is ample evidence to believe that he has been paid subsistence allowance. The 2nd party was put under suspension on 9-4-92 and dismissed from 22-5-92. The management has filed the pay slips for the month of April 1992 and May 1992. The 2nd party admits receiving pay slip for April 1992 vide Ext. 18. He denies receiving pay slips for May 1992. The pay slip marked 'X' has been filed which shows that in that month he received net pay of Rs. 610 after all deduction. All his payment was being deposited in his bank account every month by the management. So his bank pass book is the best piece of evidence which can show whether any amount has been deposited or not by the management in May 1992. The 2nd party does not file the same taking the plea that the same has been lost. Under circumstances, I do not believe that he has not received the subsistence allowance.

15. Admittedly enquiry report has not been supplied to the 2nd party. The 2nd party has relied on a decision reported in 1994-II-LLN-9 (Managing Director, Electronic Corporation of India Ltd., Hyderabad and B. Karunakar). This is five bench decision of the apex court. Their Lordships have held that when the E.O. is not the disciplinary authority the delinquent employee has a right to receive a copy of the Enquiry Officer's report before the disciplinary authority arrives at its conclusion with regard to the guilt or innocence of the employee with regard to the charges levelled against him. A denial of the enquiry officer's report before the disciplinary authority takes its decision on the charges

is a denial of reasonable opportunity to the employee to prove his innocence and a breach of the principles of natural justice. A copy of the enquiry officer's report has not been supplied to the 2nd party before dismissal order was passed. It violates the principles of natural justice. Therefore domestic enquiry has not been properly conducted in a fair manner.

16. Issue No. I.—The learned representative of the management argues that 2nd party having failed to exhaust all the remedies as provided in the memorandum of settlement Ext. 12 dated 23-8-76, prior to his approaching to the labour machinery for relief as against the order of dismissal, the present reference by the state government for adjudication is not maintainable in the eye of law. He submits that clause 25 of the said settlement provides appeal to an arbitration committee on dismissal of an employee whose award shall be final and binding on all the parties. Since the 2nd party has not made appeal to the arbitration committee, the reference is not maintainable. In support of such contention he invites my attention to the decision reported in I-LLJ-page 184 (Ballarpur Industries Ltd. and Presiding Officer, Labour Court, Ambala and another). In that case, there was a settlement between employer and employees union and clause-5 of the settlement provides for arbitration. But the workman without resorting to clause of the settlement was obtaining a reference under Section 10(a) and Labour Court ruling in his favour. His Lordships held that workman not taking report to the settlement, cannot resort to remedies under the I.D. Act and reference made by the Government as such is illegal and without jurisdiction. His Lordship held that settlement being binding on the workman, it was incumbent upon him to first explore the avenues under settlement before rushing to raise an industrial dispute under the Act. In reply, the learned representative of 2nd party claims that he preferred appeal. But same was not disposed of by the management by calling both parties.

17. The memorandum of settlement dated 23-8-76 vide Ext. 12 has been proved in this case and clause 25 vide Ext. 12/a reads as follows :

"It is agreed that an arbitration committee consisting of one representative each to be nominated by the management and the union shall be constituted to deal with the cases of appeal on discharge and dismissal of employee of this mines division which have gone through steps in vogue for redressal of grievances as may be referred to the committee by the union and/or by aggrieved employee. The award of the arbitration committee shall be final and will be binding on all the parties concerned."

Clause XXXVIII of memorandum of agreement dated 11-9-89 vide Ext. 15 reads as follows :

"XXXVIII :—Appeal against Discharge/Dismissal :

53 :—It is agreed that provision contained in clause 25 of the settlement dated 23-8-76 shall continue."

So on dismissal, the 2nd party had to prefer appeal before the arbitration committee whose order is final and binding. Without taking recourse to this provision he cannot obtain reference u/s. 10(a) of the Act. Here, the 2nd party has not filed any documents nor proved any documents to show that he preferred appeal before such arbitration committee. Therefore this reference is not maintainable as without jurisdiction.

18. Issue No. IV :—In view of the discussions made above, the 2nd party is not entitled to any relief.

Dated : 21-9-2000.

A. K. DUTTA, Presiding Officer

नई दिल्ली, 13 नवम्बर, 2000

का.आ. 2693.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय

जयपुर के पंचाट की प्रकाशित करती है, जो केन्द्रीय सरकार को 13-11-2000 को प्राप्त हुआ था ।

[सं. एल-40012/29/99 आई. आर. (डी. यू.)]

बी एम डेविड, अवर सचिव

New Delhi, the 13th November, 2000

S.O. 2693.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Deptt. of Telecom and their workman, which was received by the Central Government on 13-11-2000.

[No. L-40012/29/99-IR(DU)]

B. M. DAVID, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

क्रमांक :—सी.आई.टी./जे 34/99

विज्ञप्ति संख्या एल-40012/29/99-आई. आर. (डी यू.)

1-6-99 मोतीलाल पुत्र जयनारायण जाति जांगिड. ब्राह्मण निवासी शक्ति नगर, साहजजोहड़ा विजयमन्दिर रोड, अलवर (राजस्थान)

—प्रार्थी

बनाम

जिला दूरसंचार प्रबन्धक (डीटी एम) भारतीय दूरसंचार विभाग, जिला अलवर (राजस्थान)

—अप्रार्थी

उपस्थित :—

प्रार्थी की ओर से

श्री सुरेश कश्यप

अप्रार्थी की ओर से

श्री तेजप्रकाश शर्मा

पंचाट दि. 30-10-2000

पंचाट

केन्द्रीय सरकार के द्वारा निम्न औद्योगिक विवाद, औद्योगिक विवाद अधिनियम 1947 (जिसे बाद में अधिनियम 1947 कहा गया है।) की धारा 10 की उपधारा (1) के खण्ड-डी के अन्तर्गत न्यायनिर्णयन हेतु इस अधिकरण को निर्देशित किया गया :—

"Whether the action of the management of District Telecom Manager, Department of Telecom, Alwar in terminating the services of Shri Motilal Sharma is legal and justified? If not, to what relief the workman is entitled?"

प्रार्थी की ओर से स्टेटमेंट ऑफ क्लेम प्रस्तुत किया गया, जिसमें उल्लेख किया गया कि उसने अप्रार्थी के अधीन बिना किसी व्यवधान के दि. 1 जुलाई, 1983 से 1-7-94 तक दैनिक वेतन भोगी श्रमिक के रूप में कार्य किया। प्रार्थी के कार्य की प्रकृति स्थाई थी व दि. 1-7-94 को प्रार्थी नित्य प्रतिदिन की भांति अप्रार्थी के समक्ष कार्य हेतु उपस्थित हुआ परन्तु उसे कोई कार्य उपलब्ध नहीं कराया व यह कहा गया कि आवश्यकता होने पर उसे पुनः सेवा में बुला लिया जावेगा। प्रार्थी की सेवा समाप्ति से पूर्व न तो नोटिस दिया गया व न मुगावजा। छंटनी के समय अप्रार्थी के द्वारा वरिष्ठता सूची का भी प्रकाशन नहीं कराया गया। प्रार्थी की सेवा

समाप्ति के समय प्राथी से कनिष्ठ श्रमिक कार्यरत थे, जिनमें महेश सिंह भी कार्यरत था। प्राथी की छंटनी के पश्चात् भी अप्राथी के द्वारा नये श्रमिकों की भर्ती की गई, जिनमें महावीर यादव, धारा सिंह, गंगाराम, रामनरेण, सन्तोष, नन्दलाल, बिजेन्द्रसिंह, प्रहलाद, पप्पू, गणेशराम आदि थे। इस प्रकार प्राथी की सेवा समाप्ति अधिनियम, 1947 की धारा 25-एफ, जी, एच व औद्योगिक विवाद (केन्द्रीय) नियम 1957 (जिसे बाद में नियम 1957 कहा गया है।) के नियम 77 का उल्लंघन कर की गई है। अप्राथी द्वारा अनुचित श्रम व्यवहार कर स्थाई प्रकृति के कार्य को ठेकेदार के माध्यम से वर्तमान में पीसरेटेड कर्मचारियों से पूर्ण करवाया जा रहा है। अप्राथी द्वारा अपने पत्र दि. 9-6-97 में यह माना है कि प्राथी ने जुलाई, 83 से मार्च 1984 तक एक कलेंडर वर्ष में 240 दिन पूरे कर लिये हैं। अप्राथी द्वारा प्राथी की छंटनी किये जाने से पूर्व केन्द्रीय श्रम आयुक्त अथवा केन्द्रीय सरकार से कोई अनुमति प्राप्त नहीं की गई जबकि अप्राथी के अग्रिम कार्यरत श्रमिकों की संख्या 150 से अधिक थी व इस कारण भी प्राथी की सेवामुक्ति अवैध व अनुचित है। प्राथी ने अवैध सेवामुक्ति से पूर्व वर्ष 1992 में एक याचिका केन्द्रीय प्रशासनिक न्यायधिकरण पीठ नई दिल्ली में नं. ओ. ए. 2761/92 प्रस्तुत की थी, जिस पर दि. 22-1-93 को आदेश पारित कर अप्राथी को निर्देश दिया गया था कि प्राथी उससे कनिष्ठ तथा बाहरी व्यक्ति से पूर्व कार्य उपलब्ध करवा जाये। प्राथी का नाम वरिष्ठता सूची में 12वें नम्बर पर अंकित था, जिसमें अप्राथी द्वारा कार्यदिवसों का वर्णन गलत रूप से किया गया है। प्राथी की सेवामुक्ति से आज तक वह किसी भी लाभप्रद नियोजन में नियोजित नहीं है। प्राथी की गई कि प्राथी की सेवामुक्ति को अवैध अनुचित, दूरभावनपूर्ण व शून्य प्रभावो योगित की जावे व पिछला पूर्ण वेतन, लाभ-परिचालन व सेवा की निरन्तरता को मानते हुये पुनः सेवा में बहाल किया जावे।

अप्राथीण की ओर से स्टेटमेंट ऑफ क्लेम का जवाब मागदु किया गया जिसमें उल्लेख किया गया कि प्राथी को किसी भी प्रकार से कोई स्थाई नियुक्ति निर्धारित प्रक्रिया के तहत नहीं दी गई। प्राथी को एक निर्धारित अवधि के लिए आकस्मिक कार्य की पूर्ति हेतु रखा गया था व कार्य समाप्त होने के बाद श्रमिक की सेवाएं स्वतः समाप्त हो गई। यदि श्रमिक जो अन्यत्र बेहतर सेवाएं एवं वेतन प्राप्त करने के उद्देश्य से कार्य को छोड़कर चले जाते हैं जैसा कि प्राथी श्रमिक के मामले में हुआ है। प्राथी को किसी प्रकार से सेवामुक्ति नहीं किया गया। कार्य की आवश्यकता के आधार पर रखे गये श्रमिकों का कोई रिकार्ड नहीं रखा जाता व आकस्मिक प्रकृति के कार्य ठेकेदार के द्वारा करवाये जाते हैं एवं ठेकेदार को ही श्रमिक को नियुक्त करने, रखने, वेतन आदि का भुगतान करना होता है व अप्राथी का इस संबंध में कोई प्रत्यक्ष या अत्यक्ष रूप से कोई सम्बन्ध नहीं होता। प्राथी के द्वारा एक कलेंडर वर्ष में 240 दिन से अधिक कार्य करने की अस्वीकार किया गया व प्राथी का प्रकरण

छंटनी की परिभाषा में नहीं आने का उल्लेख किया गया। पक्षधारों के अधिवक्ताओं के आधार पर निम्नांकित विवाद बिन्दुओं की रकता की गई :—

- (1) आया प्राथी ने अप्राथी संस्थान में दिनांक 01 जुलाई, 83 से 30-06-94 तक लगातार कार्य किया है ?
- (2) आया अप्राथी संस्थान द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 5-एफजी का उल्लंघन किया गया है ?
- (3) आया प्राथी को आकस्मिक श्रमिक के रूप में आकस्मिक कार्य की पूर्ति हेतु रखा गया था एवं कार्य की समाप्ति के बाद प्राथी की सेवा स्वतः समाप्त हो गई ?
- (4) आया विपक्षी संस्थान के द्वारा प्राथी की सेवा-मुक्ति के समय वरिष्ठता सूची प्रकाशित नहीं की गई ?
- (4अ) आया प्रस्तुत प्रकरण रैसज्यूडिकेट के आधार पर चलने योग्य नहीं है ?
- (5) प्राथी किस सहायता को प्राप्त करने का अधिकारी है ?

प्राथी की ओर से क्लेम के समर्थन में स्वयं का शपथ-पत्र प्रस्तुत किया गया, जिस पर प्रतिपरीक्षा करने का अवसर अप्राथी के अधिवक्ता को दिया गया। प्राथी की ओर से प्रतिनिधी प्राप्ति स्वीकृति (रसीद) प्रदर्श डब्ल्यू-1, प्रतिलिपी पत्र उन्मण्डल अधिकारी, तार प्रदर्श डब्ल्यू-2 दि. 9-6-97, प्रतिलिपी केन्द्रीय प्रशासनिक न्यायधिकरण प्रिन्सीपल बेंच, नई दिल्ली का निर्णय प्रदर्श डब्ल्यू-3, प्रतिलिपी वरिष्ठता सूची प्रदर्श डब्ल्यू-4, प्रतिलिपी अतफल वार्ता प्रतिवेदन प्रदर्श डब्ल्यू-5, प्रतिलिपी प्राथीना पत्र प्राथी प्रदर्श डब्ल्यू-6, प्रतिलिपी आदेश उण्डल अभियन्ता राजस्थान प्रदर्श डब्ल्यू-7 प्रस्तुत की। अप्राथी की ओर से साक्ष्य में बी.एल. अरोडा उप-उण्डल अभियन्ता ग्रामीण एवं मदनलाल एस. डी. ओ. (फोन्स) के शपथपत्र प्रस्तुत किये गये जिन पर प्रतिपरीक्षा करने का अवसर प्राथी के प्रतिनिधी को दिया गया। इसके अतिरिक्त प्रतिनिधी पत्र अवसर सचिव, भारत सरकार दि. 16-2-99, प्रतिलिपी पत्र, अस्तिस्टेंट डायरेक्टर जनरल, एम-1, एम-2, एम-3 व प्रतिनिधी आदेश केन्द्रीय प्रशासनिक अधिकरण, मुख्य पीठ प्रस्तुत किये।

वहल सुनी गई एवं पत्रावली का अवलोकन किया गया। बिन्दुओं का विनिश्चय निम्न प्रकार किया जाता है :—

बिन्दु संख्या :-4(अ) निर्देश आदेश के अनुसार यह विचार करना है कि क्या प्राथी की सेवामुक्ति वैध एवं उचित है? निर्देश आदेश में प्राथी की सेवामुक्ति की तारीख का उल्लेख नहीं है। प्राथी ने स्टेटमेंट ऑफ क्लेम में दिनांक 1/7/83 से 1/7/94 तक अप्राथी संस्थान में निरन्तर कार्य करने का उल्लेख किया है व दिनांक 1/7/94 को अप्राथी

द्वारा सेवामुक्ति किया जाना बताया है। उसने स्टेटमेंट ऑफ क्लेम में यह भी उल्लेख किया है कि उसने सेवामुक्ति से पूर्व वर्ष 1992 में एक याचिका केन्द्रीय प्रशासनिक न्याय-अधिकरण, मुख्य बैंच, नई दिल्ली में ओए-2761/92 प्रस्तुत की थी, जिसमें दिनांक 22/1/1993 को पारित आदेश की प्रतिलिपि प्रदर्श डब्ल्यू-3 भी प्रार्थी द्वारा प्रस्तुत की गई, जिसमें प्रत्यर्पण को निर्देश दिया गया कि :—

"After hearing both the sides, we dispose of the present application with a direction to the respondents to consider the case of the applicants for re-engagement if they need the services of casual labourers (mazdoors) and in preference to persons with lesser length of services and outsiders. For this purpose, the respondents should maintain a register of casual labourers containing the period of service rendered by them and the engagement of the applicants should be considered on the basis of the said register. After they have put in the requisite period of service for the purpose of regularisation, their cases should also be considered in accordance with the scheme prepared by the respondents for the purpose of regularisation of casual labourers on the P & T Department."

प्रार्थी ने प्रतिवरीक्षा में स्वीकार किया है कि उसने सन् 1983 से लेकर सन् 1984 में ही कार्य किया था व सन् 1985 से लेकर सन् 1992 तक विपक्षी संस्थान में कार्य नहीं किया। उसने यह भी स्वीकार किया है कि सहायक श्रम आयुक्त के समक्ष प्रस्तुत प्रार्थना पत्र प्रदर्श डब्ल्यू-6 में पैरा -1 में दिनांक 1-7-1983 से दिनांक 1/7/94 तक लगातार कार्य करना गलत लिखा है। उसने यह भी स्वीकार किया है कि सन् 1992 से पूर्व सन् 83-84 में सेवामुक्ति के बाबत कोई विवाद प्रस्तुत नहीं किया था। उसके द्वारा यह भी स्वीकार किया गया है कि महीने में कभी 3 दिन कभी 5 दिन कार्य कर लेता था। वह यह भी नहीं बता सका है कि उसने किस वर्ष में कितने दिन कार्य किया। उसने सन् 1983-84 में एस. डी. ओ. के पत्र प्रदर्श डब्ल्यू-2 के आधार पर 240 दिन कार्य करना बताया है। अप्रार्थी की ओर से बी.एल. अरोडा का कथन है कि प्रार्थी ने सन् 1983 में 154 दिन, 1984 में 67 दिन कार्य किया था व केन्द्रीय प्रशासनिक अधिकरण के निर्देशानुसार कार्य उपलब्ध होने पर प्रार्थी को पुनः नियोजित किया गया। उसने सन् 1992 में 11 दिन, 1993 में 49 दिन व 1994 में 51 दिन विपक्षी संस्थान में कार्य किया। अप्रार्थी की ओर से केन्द्रीय प्रशासनिक अधिकरण के आदेश संख्या ओ. ए. 2893/97 दिनांक 16-4-1998 की प्रतिलिपि प्रस्तुत की गई जिससे प्रकट होता है कि प्रार्थी ने आदेश दिनांक 25-6-97 जो कि अप्रार्थी द्वारा पारित किया गया था, जिसके द्वारा प्रार्थी का क्लेम पुनः नियोजन के बाबत व अस्थायी स्टेटस दिये जाने के बारे में खारिज किया गया था, को चुनौती दी गई। प्रार्थी ने उक्त आवेदन पत्र में उल्लेख किया था कि उसे प्रारम्भ में अप्रार्थी द्वारा सन् 1983 में नियोजित किया गया था व उसने 31-3-84 तक कार्य किया था। तदुपरान्त उसे दिनांक 17-11-92 को पुनः नियोजित किया गया व उसने 10/6/94 तक बीच में अन्तराल सहित कार्य किया। प्रार्थना पत्र में यह भी उल्लेख किया था कि उसने 1-6-83 से 31-3-84 तक 240 दिन कार्य कर लिया था,

अतः टेम्परेरी स्टेटस को प्राप्त करने का अधिकारी हो गया था। यह भी उल्लेख किया गया था कि ठेकेदार के जरिये अप्रार्थी ने अन्य आकस्मिक श्रमिकों को नियोजित कर लिया था, जो कि अवैध है। अप्रार्थी की ओर से जवाब में उल्लेख किया गया था कि प्रार्थी को दिनांक 10-6-94 के बाद बतौर आकस्मिक श्रमिक के नियोजित नहीं किया गया व उसने सन् 1992-93 व 94 में 240 दिन कार्य नहीं किया व न प्रार्थी से किसी कनिष्ठ श्रमिक को नियोजित किया गया था। यह भी उल्लेख किया गया कि प्रार्थी टेम्परेरी स्टेटस प्राप्त करने का अधिकारी नहीं है। उक्त ओ. ए. का निस्तारण केन्द्रीय प्रशासनिक अधिकरण के द्वारा निम्न टिप्पणी के साथ किया गया :—

"8. The learned counsel for the respondents agreed that even now whenever, some work is available the seniority of the applicant will be respected and no one junior to him will be appointed but such a contingency has not arisen so far with this assurance the applicant's case need not be further discussed. It is only when there is some work available requiring the services of casual labourers that the applicant shall be invited provided no other person senior to him is waiting in the wings. Thereafter if the applicant renders continuous service as required by the scheme, he shall be considered for temporary status and other benefits."

इस प्रकार प्रार्थी के कथन व एस. डी. ओ. के पत्र प्रदर्श डब्ल्यू-2 से यह तो प्रमाणित है कि प्रार्थी ने सन् 1983-84 में जुलाई, 1983 से मार्च 1984 के बीच साप्ताहिक अवकाश सम्मिलित करते हुए 240 दिन कार्य किया। सन् 1983-84 की सेवामुक्ति के बारे में उसने एक प्रार्थना पत्र ओ. ए. नम्बर 2761/92 केन्द्रीय प्रशासनिक अधिकरण, प्रिन्सीपल बैंच, नई दिल्ली में प्रस्तुत की, जिस पर अप्रार्थी को निर्देश दिया गया कि आकस्मिक श्रमिक की आवश्यकता होने पर प्रार्थी को नियोजित किये जाने के बारे में विचार किया जाए। प्रार्थी ने सन् 1984 की सेवामुक्ति के बाबत चुनौती नहीं दी है, अतः सन् 1983-84 की सेवामुक्ति के बाबत विचार नहीं किया जा सकता। वैसे भी रिसर्च डिकेटा के सिद्धान्त के आधार पर भी सन् 1983-84 की सेवामुक्ति के बाबत विचार नहीं किया जा सकता। इसी प्रकार सन् 1994 में प्रार्थी की सेवामुक्ति को लेकर प्रार्थी के द्वारा एक प्रार्थना पत्र संख्या ओ. ए.-2893/97 केन्द्रीय प्रशासनिक अधिकरण, प्रिन्सीपल बैंच, नई दिल्ली के समक्ष प्रस्तुत की गई, जिसमें उसके द्वारा अप्रार्थी के आदेश बाबत पुनः नियोजित किये जाने व टेम्परेरी स्टेटस न दिये जाने को चुनौती दी गई थी। केन्द्रीय प्रशासनिक अधिकरण के द्वारा उक्त ओ. ए. का निस्तारण पुनः इस निर्देश के साथ किया गया कि जब कभी आकस्मिक श्रमिकों की आवश्यकता हो प्रार्थी को अवसर दिया जाए, बशर्ते कि प्रार्थी से वरिष्ठ व्यक्ति प्रतीक्षा सूची में न हो। इस प्रकार प्रार्थी ने सन् 1994 की सेवामुक्ति के बाद पुनः नियोजित न किये जाने बाबत भी केन्द्रीय प्रशासनिक अधिकरण में चुनौती दी थी। अप्रार्थी के विद्वान प्रतिनिधि का तर्क है कि केन्द्रीय प्रशासनिक अधिकरण को

प्राथी की सेवामुक्ति के बावत् श्रवण क्षेत्र अधिकार प्राप्त नहीं था। प्राथी के विद्वान अधिवक्ता के उक्त तर्क में कोई सार प्रतीत नहीं होता। प्राथी के विद्वान अधिवक्ता यह नहीं बता सके हैं कि “क्योंकर” उक्त अधिकरण को प्राथी की सेवामुक्ति के बावत् श्रवण क्षेत्र अधिकार प्राप्त नहीं था, जब कि प्राथी के द्वारा सेवामुक्ति से व्यक्ति होकर उक्त ओ. ए. अधिकरण के अध्यक्ष प्रस्तुत की गई थी। यह भी उल्लेख करना उचित होगा कि प्राथी ने पुनः नियोजन की प्रार्थना प्राथी के द्वारा स्वीकार किये जाने के बावत् उक्त ओ. ए. प्रस्तुत की थी। प्राथी यदि चाहता तो सेवामुक्ति को अवैध घोषित दिये जाने के बारे में भी ओ. ए. में प्रार्थना कर सकता था, जो उसके द्वारा नहीं की गई। उक्त परिस्थितियों में बन्सट्रेडिक्टव रेन्यूडिकेटा के सिद्धान्त के आधार पर सन् 1994 की प्राथी की सेवामुक्ति के बावत् पुनः विचार नहीं किया जा सकता।

नर्त के लिए यदि मान भी लिया जाय कि रेसज्यूडिकेटा का सिद्धान्त लागू नहीं होता। ऐसी परिस्थितियों में शेष विद्वानों का विनिश्चय निम्न प्रकार किया जाता है :—

विद्व संख्या :-1 विवाद विद्व संख्या-4(1) के विवेचन में यह पाया गया है कि प्राथी ने दिनांक 1-7-83 से 30-6-94 तक निरन्तर कार्य नहीं किया व उसने सन् 83-84 में जुलाई, 83 से मार्च, 84 के बीच 240 दिन कार्य किया। प्राथी के द्वारा स्वीकार किया गया कि सन् 1985 से सन् 1992 के बीच उसने प्राथी संस्थान में कार्य नहीं किया। वह यह नहीं बता सका है कि सन् 1983 से सन् 1994 के बीच उसने किस वर्ष में कितने दिन कार्य किया। प्राथी की ओर से बी. एल. अरोड़ा का कथन है कि प्राथी ने सन् 1992, 93, 94 में क्रमशः 11, 49, 51 दिन कार्य किया, जब कि उप मण्डल अधिकारी तार, नगर के पत्र प्रदर्श डायरी-2 में उल्लेख है कि प्राथी ने सन् 1992, 93, 94 में क्रमशः 16, 57, 52 दिन कार्य किया। इस प्रकार उक्त पत्र के आधार पर प्राथी के द्वारा सन् 1992, 93, 94 में क्रमशः 16, 57, 52 दिन कार्य करना प्रमाणित है व इस विद्व का विनिश्चय इसी प्रकार किया जाता है।

विद्व संख्या :-2,3,4 प्रथम तो प्राथी ने सन् 1984 की सेवामुक्ति के बावत् स्टेटमेंट ऑफ क्लेम में उल्लेख ही नहीं किया है, अतः इस बारे में विचार नहीं किया जा सकता। दूसरे सन् 1984 में सेवामुक्ति के बावत् सन् 1992 से पूर्व लगभग 8½ वर्ष तक उसने कोई विवाद नहीं उठाया। प्राथी की ओर से बी. आर. अरोड़ा व मदनलाल का कथन है कि सन् 1984 में प्राथी स्वयं ही कार्य छोड़कर चला गया था। 8 1/2 वर्ष तक प्राथी के द्वारा सेवामुक्ति के बावत् कोई कार्यवाही न करने से यह निष्कर्ष निकलता है कि प्राथी स्वयं ही कार्य छोड़कर चला गया। माननीय उच्चतम न्यायालय ने 1999 एल एण्ड एस वोल्यूम-1 पृष्ठ 262 स्टेट ऑफ हरियाणा बनाम ओम-प्रकाश के मामले में किसी कारण से कर्मकार स्वयं कार्य

पर उपस्थित नहीं हुआ था व 3 वर्ष तक अनुपस्थित रहा था, उसकी सेवामुक्ति छंटनी के तहत नहीं पाई। ऐसी दशा में यह नहीं कहा जा सकता कि प्राथी की सन् 1984 की सेवामुक्ति छंटनी के तहत आती है।

प्राथी के द्वारा सन् 1992, 93, 94 में क्रमशः 16, 57, 52 दिन कार्य करना प्रमाणित हुआ है। प्राथी ने स्वयं ने स्वीकार किया है कि कभी 3 दिन, कभी 5 दिन उसे कार्य पर बुलाया जाता था। अप्राथी की ओर से बी. एल. अरोड़ा का कथन है कि प्राथी अप्राथी संस्थान में बतौर दैनिक मजदूर के कार्य करता था व केन्द्रीय प्रशासनिक अधिकरण के आदेशों के अनुसार प्राथी को कार्य उपलब्धता के आधार पर कार्य पर रखा गया था। प्राथी के कार्यदिवसों की संख्या से ही स्पष्ट है कि प्राथी बतौर आकस्मिक श्रमिक दैनिक मजदूरी के आधार पर कार्य की उपलब्धता के आधार पर केन्द्रीय प्रशासनिक अधिकरण के निर्देशानुसार सन् 1992, 93, 94 में कार्य पर रखा गया। केन्द्रीय प्रशासनिक न्यायाधिकरण ने अपने आदेश दिनांक 16-4-98 में अप्राथी को निर्देश दिया था कि कार्य की उपलब्धता होने पर प्राथी को कार्य हेतु बुलाया जाए। कार्य उपलब्ध न होने पर प्राथी को कार्य पर न बुलाना छंटनी के तहत नहीं आया। इस बारे में 1999(81) एफ. एल. आर. 319 स्टेट ऑफ यू. पी. बनाम लेबर कोर्ट हल्द्वानी का उल्लेख करना उचित होगा, जिसमें श्रमिक को दिन प्रतिदिन के आधार पर नियोजित किया गया था व उसे एक विशेष दिन से नियोजित करने से इंकार करना छंटनी के तहत नहीं पाया। अतः अधिनियम 1947 की धारा 25-एफ, जी एवं औद्योगिक विवाद (केन्द्रीय) नियम 1957 के नियम 77 के प्रावधान आकृष्ट नहीं होते। वैसे भी सन् 1992, 93, 94 में प्राथी के द्वारा 240 दिन कार्य करना प्रमाणित नहीं है। प्राथी का यद्यपि कथन है कि महेन्द्र सिंह उससे कनिष्ठ था, जिसे अप्राथी ने नियोजन में रखा। उसने स्वीकार किया है कि महेन्द्र को न्यायालय के आदेश से सेवा में नियोजित किया गया था। मदन लाल का भी कथन है कि महेन्द्र को औद्योगिक न्यायाधिकरण, जयपुर के निर्देशानुसार चालक के पद पर नियोजित किया गया। ऐसी दशा में न्यायालय के आदेश की पालन करते हुए महेन्द्र सिंह को नियोजित करना अधिनियम 1947 की धारा 25-जी का उल्लंघन नहीं कहा जा सकता।

विद्व संख्या :-5 उक्त विवेचन के आधार पर प्राथी की सेवा समाप्ति अवैध व अनुचित नहीं कही जा सकती व प्राथी कोई सहायता प्राप्त करने का अधिकारी नहीं है।

अन्त में यह उल्लेख करना उचित होगा कि पूर्व से ही अप्राथी को केन्द्रीय प्रशासनिक अधिकरण ने प्राथी के पक्ष में यह आदेश दिनांक 16-4-98 को दिया हुआ है कि यदि अप्राथी संस्थान में आकस्मिक श्रमिकों की आवश्यकता होगी तो प्राथी को वरिष्ठता के आधार पर कार्य हेतु बुलाया जाएगा।

पंचाट की प्रतिलिपि केन्द्रीय सरकार को अधिनियम 1947 की धारा 17 की उपधारा (1) के अन्तर्गत प्रकाशमार्थ प्रेषित की जाये।

ह./-
पीठासन अधिकारी

नई दिल्ली, 13 नवम्बर, 2000

का.अ. 2694.—आद्यात्मिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रिय सरकार द्वारा बैंक के प्रबंधन के संबंध में न्यायिक आर के अंतर्गत के बीच, अनुबंध में निदष्ट आद्यात्मिक विवाद में केन्द्रिय सरकार आद्यात्मिक अधिकरण/अन न्यायिक, जबलपुर के पंचाट को प्रकाशित करता है, जो केन्द्रिय सरकार का 10-11-2000 को प्राप्त हुआ था।

[सं. एल.-12012/150/94-आईआर(बी-II)]
बा. एम. डोवड, अवर सचिव

New Delhi, the 13th November, 2000

S.O. 2694.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Labour Court, Jabalpur as shown in the annexure in the Industrial Dispute between the employees in relation to the management of Dena Bank and their workman, which was received by the Central Government on 10-11-2000.

[No. L-12012/150/94-IR(B-II)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/149/94

Presiding Officer : Shri K. M. Rai
Shri Tamanlal Sahu
through President, M. P. Dena Bank
Staff Union, Rukmani Bhawan,
Raipur

Applicant

Versus

The Regional Manager,
Dena Bank Regional Office,
Dena Bank,
Raipur

Non-applicant

AWARD

Delivered on this 23rd day of October, 2000

1 The Government of India, Ministry of Labour vide order No. L-12012/150/94-IR B. II dated 26-8-94 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Dena Bank, Raipur in not regularising and terminating the service of Shri Tamanlal Sahu, cleaner-cum-sepoy is justified? If not, what relief is the said workman entitled to?"

2 The case for the workman is that he was recruited as cleaner-cum-sepoy for the branch at Ganipara, Durg on 16-8-90 temporarily and worked continuously for more than 3 years. During this period, the management did not pay him the prescribed wages and other monetary benefits for which he was entitled. His services were illegally terminated in violation of provisions of Sec-25-F of the I.D. Act, 1947.

The management also illegally effected breaks in his service. He is therefore entitled to reinstatement with full back wages and other monetary benefits.

3. The management's case in brief is that the Bank maintains and approved panel of candidates who are engaged by the bank, wherever there is leave vacancy or vacancy of temporary nature in subordinate cadre. The bank has also few part-time cleaners in subordinate cadres, who are permanent staff of the bank. Their duties include cleaning the premises and storing water etc. They are posted at some branches of the bank as per their need. There is another class of employees called full-time sub-staff whose duties are connected with main branch function like filing the bills, collection and sending notes etc. When a vacancy in permanent part-time cleaner posts occurs, the candidates from the approved panel, who are engaged as casuals, are appointed part-time cleaners as per their seniority.

4. As per para 18.4 of the bipartite settlement dated 10-4-89, whenever the vacancy in full-time sub-staff occurs the permanent part-time cleaners are appointed in such vacancies subject to fulfilling recruitment norms. For the candidate to become full-time subordinate he has to pass through panel stage of the part-time cleaner stage. The workman never passed through the said recruitment norms.

never recruited as a subordinate in the bank. He was engaged as a casual labour on daily wage basis for performing sundry jobs including cleaning, storing water etc. His duties were neither fixed nor defined. There is no employer-employee relationship between the applicant and the bank. His services were utilised as per the exigencies and the need of the branch. His job was not a regular full-time job and in such case the relationship with the bank came to an end as soon as the job was over. The workman was neither included in the approved panel of the bank nor he falls under the category of permanent part-time or full-time subordinate cadre of the bank. The Durg branch of the bank had been provided with permanent part-time subordinates attending cleaning, storing water etc. This branch was also provided with full-time subordinates who attend to regular duties at the branch on full-time basis.

5. The management further alleges that the workman was engaged as a casual labour on daily wage basis for performing sundry jobs including cleaning, storing water etc. His duties were neither fixed nor defined. There is no employer-employee relationship between the applicant and the bank. His services were utilised as per the exigencies and the need of the branch. His job was not a regular full-time job and in such case the relationship with the bank came to an end as soon as the job was over. The workman was neither included in the approved panel of the bank nor he falls under the category of permanent part-time or full-time subordinate cadre of the bank. The Durg branch of the bank had been provided with permanent part-time subordinates attending cleaning, storing water etc. This branch was also provided with full-time subordinates who attend to regular duties at the branch on full-time basis.

6. It is also alleged by the management that the candidates are sponsored through employment exchange and those candidates who fulfill recruitment norms are called for interview. The panel of such selected candidates are prepared for absorbing them for future vacancies in subordinate cadre of the Bank. The workman was never sponsored through employment exchange as required by rules. In view of all these reasons, the workman is not entitled to the regularisation nor to get any other benefits.

7. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other financial benefits as claimed by him.

8. It is an admitted fact that for appointment in Bank in subordinate cadre certain guidelines/procedures are provided by the Government of India. Under the recruitment norms, Bank recruits candidate to the subordinate cadre from the approved panel considering all candidates sponsored by the Employment Exchange on their fulfilling eligibility norms with regard to the age and educational qualifications at the time of empanelment. The permanent full-time vacancies in the subordinate cadre are filled up by giving preference to existing permanent time employees of the Bank and the candidates whose name appear in the approved panel would be eligible for appointment as part-time subordinate based on their seniority.

9. In the light of above guidelines, the workman in the instant case does not fulfil the said condition for the recruitment in the subordinate cadre of the Bank. He was engaged without following the rules and regulations governing recruitment of employees in subordinate cadre. The workman was initially engaged on casual basis. He was to clean the Bank premises and to store drinking water. He had to perform his duty for the limited hour in a day and accordingly he was paid the wage proportionately to the work done by him in a day. He was not to work for the whole day in the Bank. If any person secures engagement as daily wage employee by other means without following the laid down rules and

regulations, then he cannot claim any extra benefits like regularisation in the service etc. The workman was only daily wage employee and therefore he had no right to the post. Any employment without following the laid down procedure is illegal and amounts to violation of Article 14 and 19 of the Constitution of India.

10. For the recruitment of subordinate staff, the procedure has been laid down by the bank. The vacancy was neither notified nor the name of the workman was sponsored by the employment exchange for the recruitment. The candidate fulfilling the norms or recruitment are called from the employment exchange and are interviewed for their suitability. A panel of selected candidates is prepared by the Regional office and is proved by the head office of the bank. The candidates from this panel are drawn from time to time to fill up the leave/permanent vacancies in subordinate cadre as and when required. Any person appointed in violation of this rule shall not be entitled to the regularisation or other benefits. The present workman never undergone the process of selection for the subordinate staff, he was never employed in the bank's service. His employment was absolutely on the basis of need of the work as and when arose. The persons, who have been alleged to have been appointed by the Bank after termination of their service, were taken from the approved panel and had undergone the process of selection. A casual labour does not have a right of preference in the matter of appointment when permanent appointment is made.

11. On the reasons stated above, the workman is not entitled to the regularisation in Bank's service and other beneficial benefits as claimed by him. In view of this matter, the reference is accordingly answered in favour of management and against the workman.

12. Copy of award be sent to the Government of India, Ministry of Labour at per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 13 नवम्बर, 2000

का.अ. 2695.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-11-2000 को प्राप्त हुआ था।

[सं.एल.-12012/382/94-आईआर(बी-II)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th November, 2000

S.O. 2695.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 10-11-2000.

[No. L-12012/382/94-IR(B-II)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/86/95

PRESIDING OFFICER: SHRI K. M. RAI
Shri Ravindra Kumar Ganvir,
through President,
M. P. Dena Bank Staff Union,
Raipur

Applicant

Versus

The Regional Manager,
Dena Bank, R.O. Rukmani Bhawan
Raipur

Non-applicant

AWARD

Delivered on this 23rd day of October, 2000

1. The Government of India, Ministry of Labour vide order No. L-12012/382/94-IR(B-II) dated 24-5-95 has referred the following dispute for adjudication by this tribunal—

"Whether the demand of the Madhya Pradesh Dena Bank Staff Union, Raipur on the management of Dena Bank Raipur for regularisation of the services of Shri Ravindra Kumar Ganvir cleaner-cum-sepy is legal and justified? If not, what relief is the said workman entitled to?"

2. The case for the workman is that he was recruited as cleaner/sepy on 11-4-90 in branch at Dongargarh, distt. Rajnandgaon. He continued to work for more than 4 years. There was no break in his service and even then he was terminated without complying with the provisions of Sec-25 of the I.D. Act, 1947. He is therefore entitled to regularisation as claimed in the statement of claim.

3. The management's case in brief is that the Bank maintains an approved panel of candidates who are engaged by the Bank, whenever there is leave vacancy or vacancy of temporary nature in subordinate cadre. The Bank has also few part time cleaners in subordinate cadres, who are permanent staff of the bank. Their duties include cleaning the premises and storing water etc. They are posted at some branches of the bank as per their need. There is another class of employees called full time sub staff whose duties are connected with main branch function like filing the bills, collection and stitching notes etc. When a vacancy in permanent part time cleaner posts occurs, the candidates from the approved panel who are engaged as badlees, are appointed part time cleaners as per their seniority.

4. As per para 18.4 of the bipartite settlement dated 10-4-89, whenever the vacancy in full time sub staff occurs the permanent part time cleaners are appointed in such vacancies subject to fulfilling recruitment norms. For the candidate to become full time subordinate he has to pass through panel state of the part time cleaner stage. The workman never passed through the said recruitment norms.

5. The management further alleges that the workman was never recruited as a subordinate in the bank. He was engaged as a casual labour on daily wage basis for performing sundry jobs including cleaning/storing water etc. His duties were neither fixed nor defined. There is no employer employee relationship between the applicant and the bank. Her services were utilised as per the exigencies and the need of the branch. His job was not the regular full time job and in such case the relationship with the bank came to an end as soon as the job was over. The workman was neither included in the approved panel of the bank nor he falls under the category of permanent part time or full time subordinate cadre of the bank. The Durg branch of the bank had been provided with permanent part time subordinate attending cleaning, storing water etc. This branch was also provided with full time subordinates who attend to regular duties at the branch on full time basis.

6. It is also alleged by the management that the candidates are subsequent through employment exchange and those candidates, who fulfill recruitment norms are called for interview. The panel of such selected candidates are prepared for absorbing them for future vacancies in subordinate cadre of the Bank. The workman was never sponsored through employment exchange as required by rules. In view of all these reasons, the workman is not entitled to the regularisation nor to get any other benefits.

7. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other financial benefits as claimed by her.

8. It is an admitted fact that for appointment in Bank in subordinate cadre, certain guidelines/procedures are provided by the Government of India. Under the recruitment norms,

Bank recruits candidate to the subordinate cadre from the approved pannel considering all candidates sponsored by the Employment Exchange on their fulning eligibility norms with regard to the age and educational qualifications at the time of empanement. The permanent full time vacancies in the subordinate cadre are filled up by giving preference to existing permanent time employees of the Bank and the candidates whose name appears in the approved pannel would be eligible for appointment as part time subordinate based on their seniority.

9. In the light of above guidelines, the workman in the instant case does not fulfil the said conditions for the recruitment in the subordinate cadre of the Bank. He was engaged without following the rules and regulations governing recruitment of employees in subordinate cadre. The workman was initially engaged on casual basis. He was to clean the Bank premises and to store drinking water. He had to perform his duty for the limited hour in a day and accordingly he was paid the wage proportionately to the work done by him in a day. He was not to work for the whole day in the Bank. If any person secures engagement as daily wage employee by other means without following the laid down rules and regulations then he cannot claim any extra benefits like regularisation in the service etc. The workman was only daily wage employee and therefore he had no right to the post. Any employment without following the laid down procedure is illegal and amounts to violation of Article 14 and 16 of the constitution of India.

10. For the recruitment of subordinate staff, the procedure has been laid down by the bank. The vacancy was neither notified nor the name of the workman was sponsored by the Employment Exchange for the recruitment. The candidate fulfilling the norms of recruitment are called from the Employment Exchange and are interviewed for their suitability. A pannel of selected candidates is prepared by the Regional office and is proved by the Head office of the bank. The Candidates from this pannel are drawn from time to time to fill up the leave/permanent vacancies in subordinate cadre as and when required. Any person appointed in violation of this rule shall not be entitled to the regularisation or other benefits. The present workman never undergone the process of selection for the subordinate staff. He was never employed in the banks service. His employment was absolutely on the basis of need of the work as and when arose. The persons, who have been alleged to have been appointed by the Bank after termination of their service, were taken from the approved pannel and had undergone the process of selection. A casual labour does not have a right of preference in the matter of appointment when permanent appointment is made.

11. On the reasons stated above, the workman is not entitled to the regularisation in Banks service and other beneficial benefits as claimed by him. In view of this matter, the reference is accordingly answered in favour of management and against the workman.

12. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 13 नवम्बर, 2000

का.आ. 2696.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-11-2000 को प्राप्त हुआ था।

[सं. एल.—12012/399/90—आईआर(बी-II)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th November, 2000

S.O. 2696.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 10-11-2000.

[No. L-12012/399/90-IR(B-II)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

CASE NO. CGIT/LC/R/114/91

PRESIDING OFFICER: SHRI K. M. RAI

Shri Shrawan Kumar Rajak,
Sorid Nagar,
Dhamtari,
Raipur.

Applicant

Versus

The Regional Manager,
Dena Bank,
Rukmani Bhawan,
Raipur

Non-applicant

AWARD

Delivered on this 23rd day of October-2000

1. The Government of India, Ministry of Labour vide order No. L-12012/399/90-IR B-2 dated 4-6-91 has referred the following dispute for adjudication by this tribunal.

"Whether the action of the management of Dena Bank in relation to their Dhamtari branch in terminating the services of Shri Shrawan Kumar casual labour w.e.f. 13-5-89 and not considering him for further employment while recruiting fresh hands is justified? If not, what relief the workman is entitled?"

2. He was employed as waterboy on daily wage basis for Dhamtari branch on 9-8-82 and remained in employment till 12-5-89. He also worked as badli for other subordinate workers in the bank. Without complying with the provisions of Sec-25-F and G of the I.D. Act, 1947 he was terminated by the Bank on 12-5-89. On 11-8-85, he was recommended by the Bank for the appointment in part-time subordinate cadre but to no effect. The other persons without complying with the other provisions has been provided employment with the bank in the year 1990. The workman is therefore entitled to be regularised in the service as stated in the statement of claim.

3. The managements case in brief is that the Bank maintains and approved pannel of candidates who are engaged by the Bank, whenever there is leave vacancy or vacancy of temporary nature in subordinate cadre. The Bank has also few part time cleaners in subordinate cadres, who are permanent staff of the bank. Their duties include cleaning the premises and storing water etc. They are posted at same branches of the bank as per their need. There is another class of employees called full time sub staff whose duties are connected with main branch function like filing the bills, collection and stitching notes etc. When a vacancy in permanent part time cleaner posts occurs, the candidates from the approved pannel, who are engaged as badlees, are appointed part time cleaners as per their seniority.

4. As per para 18.4 of the bipartite settlement dated 10-4-89 whenever the vacancy in full time sub staff occurs the permanent part time cleaners are appointed in such vacancies subject to fulfilling recruitment norms. For the candidate to become full time subordinate he has to pass through pannel stage of the part time cleaner stage. The workman never passed through the said recruitment norms.

5. The management further alleges that the workman was never recruited as a subordinate in the bank. He was engaged as a casual labour on daily wage basis for performing

sundry jobs including cleaning storing water etc. His duties were neither fixed nor defined. There is no employer employee relationship between the applicant and the bank. His services were utilised as per the emergencies and the need of the branch. His job was not the regular full time job and in such case the relationship with the bank came to an end as soon as the job was over. The workman was neither included in the approved pannel of the bank nor she falls under the category of permanent part time or full time subordinate cadre of the bank. The Durg branch of the bank had been provided with permanent part time subordinates attending cleaning, storing water etc. This branch was also provided with full time subordinates who attend to regular duties at the branch on full time basis.

6. It is also alleged by the management that the candidates are sponsored through employment exchange and those candidates, who fulfill recruitment norms are called for interview. The pannel of such selected candidates are prepared for absorbing them for future vacancies in subordinate cadre of the Bank. The workman was never sponsored through employment exchange as required by rules. In view of all these reasons, the workman is not entitled to the regularisation nor to get any other benefits.

7. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other financial benefits as claimed by him?

8. It is an admitted fact that for appointment in Bank in subordinate cadre, certain guidelines/procedures are provided by the Government of India. Under the recruitment norms, Bank recruits candidate to the subordinate cadre from the approved pannel considering all candidates sponsored by the Employment Exchange on their fulfilling eligibility norms with regard to the age and educational qualifications at the time of empanelment. The permanent full time vacancies in the subordinate cadre are filled up by giving preference to existing permanent time employees of the Bank and the candidates whose name appears in the approved pannel would be eligible for appointment as part time subordinate based on their seniority.

9. In the light of above guidelines, the workman in the instant case does not fulfil the said conditions for the recruitment in the subordinate cadre of the Bank. He was engaged without following the rules and regulations governing recruitment of employees in subordinate cadre. The workman was initially engaged on casual basis. He was to clean the Bank premises and to store drinking water. He had to perform his duty for the limited hour in a day and accordingly he was paid the wage proportionately to the work done by him in a day. He was not to work for the whole day in the Bank. If any person secures engagement as daily wage employee by other means without following the said down rules and regulations, then he cannot claim any extra benefits like regularisation in the service etc. The workman was only daily wage employee and therefore he had no right to the post. Any employment without following the laid down procedure is illegal and amounts to violation of Article 14 and 16 of the constitution of India.

10. For the recruitment of subordinate staff, the procedure has been laid down by the bank. The vacancy was neither notified nor the name of the workman was sponsored by the Employment Exchange for the recruitment. The candidate fulfilling the norms of recruitment are called from the Employment Exchange and are interviewed for their suitability. A pannel of selected candidates is prepared by the Regional office and is proved by the Head office of the bank. The Candidates from this pannel are drawn from time to time to fill up the leave/permanent vacancies in subordinate cadre as and when required. Any person appointed in violation of this rule shall not be entitled to the regularisation or other benefits. The present workman never undergone the process of selection for the subordinate staff. He was never employed in the banks service. His employment was absolutely on the basis of need if the work as and when arose. The persons, who have been alleged to have been appointed by the Bank after termination of their service were taken from the approved pannel and had undergone the process of selection. A casual labour does not have a right of preference in the matters of appointment when permanent appointment is made.

11. On the reasons stated above, the workman is not entitled to the regularisation in Banks service and other beneficial benefits as claimed by him. In view of this matter, the reference is accordingly directed in favour of the management and against the workman.

12. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 13 नवम्बर, 2000

का. अ. 2697.—आध्यात्मिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अंतर्गत में, केन्द्रिय सरकार द्वारा बैंक के प्रबंधक के संबंध में नियोजन और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट आध्यात्मिक विवाद में केन्द्रिय सरकार आध्यात्मिक विवाद/अन्य विवाद, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रिय सरकार को 10-11-2000 को प्राप्त हुआ था।

[सं. एन.-12012/415/94-आईआर(बी-II)]

बी. एन. डेविड, अवर सचिव

New Delhi, the 13th November, 2000

S.O. 2697.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 10-11-2000.

[No. L-12012/415/94-IR(B II)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/R/87/95

Presiding Officer : Shri K. M. Rai.

Shri Vikram Singh Sahu,

C/o Madhya Pradesh Dena Bank Staff Union, Raipur.

Applicant.

Versus

Regional Authority,

Dena Bank,

Rukmani Bhawan,

Raipur.

Non-applicant.

AWARD

Delivered on this 23rd day of October, 2000

1. The Government of India, Ministry of Labour vide order No. L-12012/415/94-IRB II dated 24-5-95 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Dena Bank, Raipur in terminating the services of Shri Vikram Singh Sahu, cleaner-cum-sepoy w.e.f. 26-12-91 is legal and justified? If not, what relief is the said workman entitled to?"

2. The case for the workman is that he was employed in the month of December, 1988 and served the bank continuously till 26-12-91 when his services were terminated. The management did not comply with the provisions of Section 25-F of the I.D. Act, 1947. The workman had worked continuously for the period of 2 years which indicate that the regular nature of work was in the Bank for which the vacancy existed. The Bank never considered this aspect and illegally terminated his services without sufficient

cause. He is therefore entitled to regularisation as stated in the statement of claim by him.

3. The management's case in brief is that the Bank maintains an approved panel of candidates who are engaged by the Bank, whenever there is leave vacancy or vacancy of temporary nature in subordinate cadre. The Bank has also few part-time cleaners in subordinate cadres, who are permanent staff of the bank. Their duties include cleaning the premises and storing water etc. They are posted at some branches of the bank as per their need. There is another class of employees called full time sub-staff whose duties are connected with main branch function like filing the bills, collection and stitching notes etc. When a vacancy in permanent part time cleaner post occurs, the candidates from the approved panel, who are engaged as badlies, are appointed part time cleaners as per their seniority.

4. As per para 18.4 of the bipartite settlement dated 10th April, 1989, whenever the vacancy in full-time sub-staff occurs the permanent part-time cleaners are appointed in such vacancies subject to fulfilling recruitment norms. For the candidate to become full-time subordinate he has to pass through panel stage of the part-time cleaner stage. The workman never passed through the said recruitment norms.

5. The management further alleges that the workman was never recruited as a subordinate in the bank. He was engaged as a casual labour on daily wage basis for performing sundry jobs including cleaning/storing water etc. His duties were neither fixed nor defined. There is no employer employee relationship between the applicant and the bank. His services were utilised as per the exigencies and the need of the branch. His job was not the regular full-time job and in such case the relationship with the bank came to an end as soon as the job was over. The workman was neither included in the approved panel of the bank nor he falls under the category of permanent part-time or full-time subordinate cadre of the bank. The Durg branch of the bank had been provided with permanent part time subordinates attending cleaning storing water etc. This branch was also provided with full-time subordinates who attend to regular duties at the branch on full-time basis.

6. It is also alleged by the management that the candidates are sponsored through employment exchange and those candidates who fulfil recruitment norms are called for interview. The panel of such selected candidates are prepared for absorbing them for future vacancies in subordinate cadre of the Bank. The workman was never sponsored through employment exchange as required by rules. In view of all these reasons the workman is not entitled to the regularisation nor to get any other benefits.

7. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other financial benefits as claimed by him?

8. It is an admitted fact that for appointment in Bank in subordinate cadre, certain guidelines/procedures are provided by the Government of India. Under the recruitment norm, Bank recruits candidate to the subordinate cadre from the approved panel considering all candidates sponsored by the Employment Exchange on their fulfilling eligibility norms with regard to the age and educational qualifications at the time of empanement. The permanent full-time vacancies in the subordinate cadre are filled up by giving preference to existing permanent time employees of the Bank and the candidate whose name appears in the approved panel would be eligible for appointment as part-time subordinate based their seniority.

9. In the light of above guidelines, the workman in the instant case does not fulfil the said conditions for the recruitment in the subordinate cadre of the Bank. He was engaged without following the rules and regulations governing recruitment of employees in subordinate cadre. The workman was initially engaged on casual basis. He was to clean the Bank premises and to store drinking water. He had to perform his duty for the limited hour in a day and accordingly he was paid the wage proportionately to the work done by him in a day. He was not to work for the whole day in the Bank. If any person secures engagement as daily wage employee by other means without following the laid down

rules and regulations, then he cannot claim any extra benefits like regularisation in the service etc. The workman was only daily wage employee and therefore he had no right to the post. Any employment without following the laid down procedure is illegal and amounts to violation of Articles 14 and 16 of the Constitution of India.

10. For the recruitment of subordinate staff, the procedure has been laid down by the bank. The vacancy was neither notified nor the name of the workman was sponsored by the Employment Exchange for the recruitment. The candidate fulfilling the norms of recruitment are called from the Employment Exchange and are interviewed for their suitability. A panel of selected candidates is prepared by the Regional Office and is proved by the Head Office of the Bank. The Candidates from this panel are drawn from time to time to fill up the leave/permanent vacancies in subordinate cadre as and when required. Any person appointed in violation of this rule shall not be entitled to the regularisation or other benefits. The present workman never undergone the process of selection for the subordinate staff. He was never employed in the banks service. His employment was absolutely on the basis of need of the work as and when arose. The persons, who have been alleged to have been appointed by the Bank after termination of their service, were taken from the approved panel and had undergone the process or selection. A casual labour does not have a right of preference in the matter of appointment when permanent's appointment is made.

11. On the reasons stated above, the workman is not entitled to the regularisation in Banks service and other beneficial benefits as claimed by him. In view of this matter, the reference is accordingly answered in favour of management and against the workman.

12. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2698.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेंट, टेलीग्राफ ट्रैफिक, इन्दौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-2000 को प्राप्त हुआ था।

[सं.एल.-40012/159/90-आईआर(डीयू)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th November, 2000

S.O. 2698.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Supdt. Telegraph Traffic, Indore and their workman, which was received by the Central Government on 15-11-2000.

[No. L-40012/159/90-IR(DU)]

B. M. DAVID, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
JABALPUR

CASE NO. CGIT/LOIR/88/91

Presiding Officer : Shri K. M. Rai.
Shri Ishak Mohammad Qureshi

.. Applicant.

Versus

Senior Superintendent,
Telegraph Traffic,
Indore

.. Non-applicant.

AWARD

Delivered on this 7th day of November, 2000

1. The Government of India, Ministry of Labour vide order No. L-40012/159/90 dated 19-4-91 has referred the following dispute for adjudication by this Tribunal:—

"Whether the action of the management of Sr. Supdt. Telegraph Traffic Indore in terminating the services of Shri Ishak Mohammed, S/o Shri Akil Mohammed is justified? If not, what relief the workman concerned is entitled for?"

2. The case for the workman in short is that he had passed Higher Secondary Examination and had got his name registered with the Employment Exchange vide Registration No. 6257/83. The management wanted to appoint persons to the post of telegraph carrier. His name was sponsored by the Employment Exchange for the said post and he was also interviewed by the management. The management appointed him as telegraph carrier on daily wage basis as Group-D employee vide order dated 28-6-85. After receiving appointment order, he joined his duty on 3-7-85 and continuously worked till April 1987. Thereafter he was discontinued from service by the management without assigning any reason. Thereafter he was being called to perform his duty for 10—15 days in a month and this system continued upto May 1988. He was again posted as telegraph carrier at DTO, Dhar on 4-7-89 vide letter dated 28-6-89. Thereafter his services were terminated and the persons recruited after his were permitted to continue in service overlooking his claim for the same.

3. It is further alleged by the workman that the management had assured to regularise his as well as this service of co-worker Shri Shankerlal Kushwaha as they were in the approved list of the Department for the said purpose. In spite of it, the DTO Dhar vide his order dated 29-9-89 terminated their services. He had continuously worked with the management for more than 240 days and even then his services were terminated without complying with the provisions of I.D. Act, 1947. This termination amounts to retrenchment. The management has not complied with the provisions of Sec-2(a)(b) 25F of the I.D. Act 1947 and therefore it is void-ab-initio. He is therefore entitled to regularisation with all other monetary benefits attached to the post.

4. The case for the management is that the workman was engaged on casual basis on 3-7-85 in the Departmental Telegraph Office, Neemuch since there was necessity to engage daily rated labour. Since no work was available in telegraph office, Neemuch the workman was not allowed to continue from 17-4-87. The workman requested for continuing on casual basis anywhere in Division. The Sr. Superintendent Telegraph office, Indore division, Indore on humanitarian ground considered the request of workman and directed the Superintendent Incharge, Central Telegraph Office, Indore to engage the workmen on daily wages as and when vacancy arises vide order dated 23-5-88. On this basis the workman was engaged at Indore. Thereafter he was asked to work at New Departmental Telegraph Office, Dhar from 4-7-89. As per the scheme laid down by the Government of India, it was decided not to continue daily rated employees. In view of this decision, the workman was given one month notice on 29-9-89 and was retrenched w.e.f. 29-10-89. He was also offered retrenchment compensation which he refused to accept. The amount of retrenchment compensation was deposited in the post office. The workman was not a regular employee and therefore he is not entitled to any relief as claimed by him. The workman did not challenge the said action of the management and approach the Sr. Superintendent of the Telegraph Traffic at Indore with the request that he may be engaged in any office of the Department. On his request the Sr. Superintendent Telegraph Traffic directed that the workman should be engaged further on casual basis in any office of the Telegraph Department where their services were required. On this direction, the workman was engaged on daily wages in the newly opened departmental Telegraph Office Dhar w.e.f. 4-7-89. With the appointment of regular employees, the services of the workman were no longer required and therefore

he was given one month notice dated 29-9-90 and compensation for his retrenchment. The workman is not entitled for regularisation and therefore his claim deserves to be rejected.

5. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other monetary benefits as claimed by him?

6. Admittedly the workman was employed by the management as casual worker on the basis of daily wage. His appointment was not according to rules against any post. He was appointed according to the need of the work. His employment automatically came to an end the moment the assigned work was finished. The management had never invited the application for filling up the post as has been admitted by the workman himself in his affidavit. This fact clearly goes to show that his appointment was not according to the statutory rules for any regular post. In this way he cannot claim any right for a regular post for which he was never interviewed by the management. His appointment was purely casual according to the need of the work.

7. The management had also given him one month notice and the retrenchment compensation to the workman who refused to accept the same. The management deposited the amount of compensation on the Post Office. In this way it cannot be held that the provisions of Sec-25F of the I.D. Act, 1947 were not applied with by the management in terminating the services of the workman. Even otherwise the workman was casual worker engaged on the basis of daily wage and therefore he had no right to the post. His appointment was not according to the statutory rules. He is therefore not entitled to be regularised as claimed by him. My view is supported by the pronouncement of the Supreme Court in case of Himanshu Kumar Vidyarthi versus State of Bihar reported in 1997(4)SSC391 State of UP versus Ajay Kumar 1997(1) LLJ 1204.

8. On the reasons stated above, the workman is not entitled to any relief as claimed by him. The reference is accordingly answered against the workman and in favour of the management.

9. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2699:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्सरण में, केन्द्रीय सरकार सीनियर सुपरिन्टेन्डेंट, टेलीग्राफ ट्रैफिक, इन्दौर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-2000 को प्राप्त हुआ था।

[सं.एल.-40012/158/90-आईआर(डीयू)]

बी. एम. डेविड, अवसरचिव

New Delhi, the 15th November, 2000

S.O.2699.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sr. Supdt., Telegraph Traffic, Indore and their workman, which was received by the Central Government on 15-11-2000.

[No. L-40012/158/90-IR(DU)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case No. CGIT/LC/R/89/91

Presiding Officer: Shri K. M. Rai

Shri Shankar Lal,
S/o Daulat Ram,
Kushwaha.

Applicant

Versus

Sr. Superintendent,
Telegraph Traffic,
Indore.

Non-applicant

AWARD

Delivered on this 7th day of November, 2000

1. The Government of India, Ministry of Labour vide order No. L-40012/158/90-IR(DU) dated 19-4-91 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Sr. Supdt. Telegraph Traffic Indore in terminating the services of Shri Shankarlal, S/o Shri Daulat Ram is justified? If not, what relief the workman is entitled to?"

2. The case for the workman in short is that he had passed Higher Secondary examination and had got his name registered with the Employment Exchange vide Registration No. 2254/83. The management wanted to appoint persons to the post of telegraph traffic. His name was sponsored by the Employment Exchange for the said post and he was also interviewed by the management. The management appointed him as telegraph carrier on daily wage basis as Group-D employee vide order dated 28-6-85. After receiving appointment order, he joined his duty on 3-7-85 and continuously worked till April-87. Thereafter he was discontinued from service by the management without assigning any reason. Thereafter he was being called to perform his duty for 10-15 days in a month and this system continued upto May-1988. He was again posted as telegraph carrier at DTO, Dhar on 4-7-89 vide letter dated 28-6-89. Thereafter his services were terminated and the persons recruited after him were permitted to continue in service overlooking his claim for the same.

3. It is further alleged by the workman that the management had assured to regularise his as well as the service of co-worker Shri Ishaq Mohammed Qureshi as they were in the approved list of the Department for the said purpose. In spite of it, the DTO, Dhar vide his order dated 29-9-89 terminated their services. He had continuously worked with the management for more than 240 days and even then his services were terminated without complying with the provisions of I.D. Act, 1947. This termination amounts to retrenchment. The management has not complied with the provisions of Section 2(cc)(bb) 25F of the I.D. Act 1947 and therefore it is void ab initio. He is therefore entitled to regularisation with all other monetary benefits attached to the post.

4. The case for the management is that the workman was engaged on casual basis on 3-7-85 in the Departmental Telegraph Office, Neemuch since there was necessity to engage daily rated labour. Since no work was available in telegraph office, Neemuch, the workman was not allowed to continue from 17-4-87. The workman requested for continuing on casual basis anywhere in division. The Sr. Superintendent Telegraph Office, Indore division, Indore on humanitarian ground considered the request of workman and directed the Superintendent Incharge, Central Telegraph Office, Indore to engage the workman on daily wages as and when vacancy arises vide order dated 23-5-88. On this basis the workman was engaged at Indore. Thereafter he was asked to work at New Departmental Telegraph Office Dhar from 4-7-89. As per the scheme laid down by the Government of India, it was decided not to continue daily rated employees. In view of this decision, the workman was given one month notice on 29-9-89 and was retrenched w.e.f. 29-10-89. He was also

offered retrenchment compensation which he refused to accept. The amount of retrenchment compensation was deposited in the post office. The workman was not a regular employee and therefore he is not entitled to any relief as claimed by him. The workman did not challenge the said action of the management and approached the Sr. Superintendent of the Telegraph Traffic at Indore with the request that he may be engaged in any office of the Department. On his request, the Sr. Superintendent Telegraph Traffic directed that the workman should be engaged further on casual basis in any office of the Telegraph Department where their services were required. On this direction, the workman was engaged on daily wages in the newly opened departmental Telegraph Office, Dhar w.e.f. 4-7-89. With the appointment of regular employees, the services of the workman were no longer required and therefore he was given one month notice dated 29-9-90 and compensation for his retrenchment. The workman is not entitled for regularisation and therefore his claim deserves to be rejected.

5. The sole point for determination in the case is as to whether the workman is entitled to regularisation and other monetary benefits as claimed by him?

6. Admittedly the workman was employed by the management as casual worker on the basis of daily wage. His appointment was not according to rules against any post. He was appointed according to the need of the work. His employment automatically came to an end the moment the assigned work was finished. The management had never invited the application for filling up the post as has been admitted by the workman himself in his affidavit. This fact clearly goes to show that his appointment was not according to the statutory rules for any regular post. In this way he cannot claim any right for a regular post for which he was never interviewed by the management. His appointment was purely casual according to the need of the work.

7. The management had also given him one month notice and the retrenchment compensation to the workman who refused to accept the same. The management deposited the amount of compensation in the post office. In this way it cannot be held that the provisions of Section 25F of the I.D. Act, 1947 were not complied with by the management in terminating the services of the workman. Even otherwise the workman was casual worker engaged on the basis of daily wage and therefore he had no right to the post. His appointment was not according to the statutory rules. He is therefore not entitled to be regularised as claim by him. My view is supported by the pronouncement of the Supreme Court in case of Himanshu Kumar Vidvarthi versus State of Bihar reported in 1997(4)SSC 391 and State of UP Versus Ajay Kumar 1997(1) LLJ 1204.

8. On the reasons stated above, the workman is not entitled to any relief as claimed by him. The reference is accordingly answered against the workman and in favour of the management.

9. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2700.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गत में, केन्द्रीय सरकार तमिलनाडु मैनेसाइट लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निदिष्ट श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक अधिकरण तमिलनाडु के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-2000 को प्राप्त हुआ था।

[सं. एल.-29012/17/96-आईआर (विविध मस्क.)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th November, 2000

S.O. 2700.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Tamil Nadu as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Tamil Nadu Magnesite Ltd. and their workman, which was received by the Central Government on 15-11-2000.

[No. L-29012/17/96-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU,
CHENNAI

Monday, the 30th day of October, 2000.

PRESENT:

Thiru. S. K. Sindharavelu, LL.B., C.B.L., Industrial Tribunal.

Industrial Dispute No. 93 of 1996

[In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Tamil Nadu Magnesite Ltd., Salem.]

BETWEEN

The Workman represented by:

The General Secretary, Solam Mavetta,
Magnesite Pattali Thozhil Sangam,
3/2, Omalur Main Road,
Mamangam, Reddipatti P.O.,
Salem-636302.

AND

The Chairman-cum-Managing Director,
Tamil Nadu Magnesite Ltd.,
Omalar Main Road,
Salem-636302.

REFERENCE:

Order No. L-29012/17/96-IR(M) dated 3-10-96. Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 20th day of September, 2000 and Monday, the 30th day of October, 2000 upon perusing the reference, Claim and Counter Statements and all other material papers on record and upon hearing the arguments of Thiru A. Nagarathinam, advocate appearing for the workman and Tvl M. N. Raghavan and K. Vaidyanath, advocate appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following:

AWARD

The Government of India has referred the following issue for adjudication by this Tribunal:

"Whether the action of the management of Tamil Nadu Magnesite Ltd. in imposing suspension as punishment on Sri T. Elango, Driver, for the period from 28-12-93 to 4-3-94 is justified? If not, to what relief the workman is entitled?"

2. The main averments found in the Claim Statement of the petitioner are as follows: The Workman Elango entered the service of the respondent management in the year 1986, as Driver bearing Token No. 2465. On 28-12-93 at about 9.15 a.m. the workman was directed to drive the vehicle No T. 35 in the Mines area. As there were some urgent repair works to be attended in the said vehicle allotted to the workman, the same was left in the Auto Workshop and he was identifying and co-ordinating with the repair crew which attended to the repair works. While so at about 10.45 a.m. on the same day Mr. Srinivasan, Asstt. Manager (Auto) of

the Respondent Management called the workman and asked him to go to the nearby pan shop located within the premises of the mines and to fetch some tobacco for him and the workman obliged him and as he was requested by his superior officer who is a habitual tobacco chewer, since there was no work at that time to the workman. The workman returned to the Auto workshop at about 11.00 a.m. To his shock and surprise, the workman was issued a Charge Memo on 28-12-93 alleging that he was idling and reading newspaper in the pan shop when the vehicle allotted to him was ready at about 10.45 a.m. till 11.00 a.m. he was placed under suspension on the same day, i.e. 28-12-93. The domestic enquiry was not conducted fairly and properly and in accordance with the principles of natural justice. The workman was not issued the second show cause notice calling him before passing the final order. The workman was not served with copies of enquiry proceedings. The workman was not paid subsistence allowance during the period of suspension pending enquiry which vitiate the entire proceedings. The respondent management while passing the final order did not consider the past records of the workman in a proper manner. The findings of the enquiry officer are totally perverse. The complaint was given only at the instance of MW1 with mala fide intention to victimise the workman and MW4 admitted that MW1 asked to give complaint on the workman as alleged. Non-furnishing of the documents by the management to the workman, vitiates the enquiry proceedings. The Standing Order does not permit the respondent to suspend without pay an workman for a period of 4 consecutive days and there is no provision to treat the period of suspension as punishment in accordance with the Standing Orders of the respondent. Only under the direction of his superior officer the workman left the place of work and the alleged misconducts are not proved, therefore the workman is not guilty of misconducts under Section 21(9) of the Standing Orders of the respondent. The petitioner prays to pass an award by setting aside the Order of punishment imposed on the workman. Mr. Elango and direct the respondent to pay the difference in wages and other allowances for the period from 28-12-93 to 3-3-94 treating the same as on duty along with penal interest.

3. The main averments found in the Counter statement of the respondent are as follows: On 28-12-93, he was allotted Vehicle No. T-35 and he brought the vehicle to workshop in order to attend some repair works and instead of staying near the Vehicle, he left the workshop and went to a nearby tea-shop and was reading newspaper, since he was found reading newspaper in the tea-shop during working hours and not taking the vehicle, even though it was ready after repair, Charge sheet was issued to him. The petitioner submitted an explanation which was not satisfactory. The enquiry was conducted in accordance with the Principles of natural justice, giving all possible opportunities to the petitioner. The respondent imposed the punishment of suspension from 28-12-93 to 3-3-94 and during the period of suspension he was paid subsistence allowance as per the provisions. The misconduct committed by petitioner is grave enough warranting severe punishment, however the respondent has taken a lenient view and has imposed the punishment of suspension. It is false to state that the petitioner was not permitted to cross-examine the MW1 in the domestic enquiry. The second show cause notice is issued only for the proposed punishment like dismissal and discharge. The petitioner has fully participated in the enquiry and he has been signed on each and every page of Enquiry proceedings. It is also false to state that the petitioner was not paid subsistence allowance during the period of suspension. He was paid subsistence allowance from 28-12-93 to 4-3-94. The petitioner has failed and not bothered to cross-examine the MW2 to prove his innocence, though he cross-examined the MW2 and he ever refuted the state of MW2. The respondent prays to dismiss the petition.

4. On behalf of petitioner/workman. Ex W1 to W9 were marked by consent. On behalf of respondent management, Ex M1 to M5 were marked by consent. No witnesses were examined for both sides.

5. The Point for consideration is: Whether the action of the Management of Tamil Nadu Magnesite Ltd. in imposing suspension as punishment on Sri T. Elango, Driver for the period from 28-12-93 to 4-3-94 is justified? If not, to what relief the workman is entitled?

6. The Point : The workman Mr. Elango entered the services of the respondent management in the year 1986, as driver bearing Token No. 2465. On 28-12-93, at 9.15 a.m. he was directed to drive the vehicle No. T. 35 in the mines area. There was some urgent repair works in the said vehicle and so the same was left in the Auto workshop where the workman was expected to assist the repair crew. While so at about 10.45 a.m. on the same day, Mr. Srinivasan, Asst. Manager (Auto) of the respondent management asked Mr. Elango the whereabouts of Elango who was by then absent in the auto workshop. Since the repair work of the vehicle was completed by 10.45 a.m. and as the vehicle was to be immediately taken out they have searched for the whereabouts of the workman Elango who was subsequently found at Tea Shop at Sathankadi where it was said that he was idling.

7. Therefore, a Complaint was given through Ex. W1 on 28-12-93 itself and a Charge sheet through Ex. W2 was issued to the petitioner. The workman had explained under Ex. W3 dt. 28-12-93 as if the auto Manager Mr. Srinivasan required him to fetch some tobacco and it is in order to get the same, he had gone to a shop and that since he felt that he should not express it, he has falsely mentioned as if he had gone for fetching tablet due to his head ache.

8. The enquiry notice was sent under Ex. W4 and there were four witnesses examined on the side of management. They are Messrs. Srinivasan, Ganesan, Krishnamurthy and Sivan. Ex. M4 is the Proceedings of the enquiry which contains the deposition of above four witnesses also. Ex. M5 is the findings given by the Enquiry Officer. The delinquent was found guilty. The explanation of the workman that he had gone only to comply with the requirements of fetching tobacco for MW.1 Srinivasan was found untrue. It was again found that the workman himself had admitted that he did not get permission for his going out to the Tea stall. It was further found that while the vehicle was made ready at 10.45 a.m. and when the workman Elango was required to take the vehicle he was absent in the Auto workshop and he was found by the witnesses in the Tea Staff. There was also no permission obtained from the superiors. Anyway, the suspension period namely 28-12-93 to 3-3-94 was treated as punishment and thus there is discontinuity in service and other connected loss of benefits to the workman. It is only to set aside the same; the dispute arose.

9. The workman has said that the domestic enquiry was not conducted fairly and properly in as much as he was not permitted to cross-examine the M.W. 1. It was again said that the workman was not served with the copies of the enquiry proceedings and was not issued the Second Show cause notice prior to passing of final orders. It was said that the workman was not paid subsistence allowance. But the management has stated the due subsistence allowance has been paid. In fact, this matter was not very much canvassed by the workman. Since the suspended period was treated as punishment, there was no necessity for issuing second show cause notice before passing the final orders. On a perusal of Ex. M4, it is found that MW.1 was cross-examined by the workman. Thus, there is no acceptable objection raised by the workman excepting that the suspension itself was unwarranted.

10. It is under such circumstance, we have to go into the proportion of the punishment to the alleged misconduct. The misconduct is that on 28-12-93 at 10.45 a.m. when the workman Mr. Elango was expected to be with the repair crew to assist the later in repairing the vehicle bearing T. No. 35 allotted to the workman, as the later was not available even after the work of repair was over by 10.45 a.m. and it was further found that the workman was by then idling in the Sathankadi Tea Stall and for going to such place no permission was obtained from the workman. The reply of the workman was that he has gone out only with the direction of Mr. Srinivasan, the Superior officer and in order to fetch Tobacco for him. A careful perusal of Ex. M4 Disciplinary proceedings would go to show that the theory of Tobacco was not established by the workman. It is therefore, the findings of Ex. M5 was given that the Tale of Tobacco was imaginary. There are witnesses namely Mr. Ganesan, Krishnamurthy and given to say that at 11.00 a.m. the workman Elango was found at the Sathankadai Tea Stall. A careful consideration of that evidences would go to show the presence

of the workman in the Tea Stall at 11.00 a.m. on 28-12-93; by which time the services of the workman was found necessary in the auto workshop. It is not the case of the workman that he had gone out with permission of the superiors. We have also found that the Tale of Tobacco was imaginary. Therefore, it is found that the petitioner was not found in the work spot during duty hours. He had gone out without permission. That is why he has first said that he had gone out for getting tablet for his head ache and then it was said that he had gone for fetching Tobacco for MW.1. This was found in the explanation of workman through Ex. W3 dated 28-12-93. The complaint and Charge Sheet were marked as Ex. W1 and W2 respectively. A perusal of the entire records would go to show the dereliction of duty of the workman. The domestic enquiry was also held according to law and all necessary opportunities were shown to be given to the workman. He has also vividly cross-examined the witnesses of the management. At one point of time, he has also gone to ridicule MW.1 which was appropriately not allowed by the Enquiry Officer and the entire Episode was recorded. The totality of the circumstances and the entire evidence on record would go to show that the workman has committed dereliction of duty.

11. This being a trivial matter there could be some punishment of imposing fine; suspension for a period of more than 3 months was found to have been ordered and this suspension period was treated as punishment. It is unnecessary now to see whether the period of suspension can be treated as punishment; because there is no grave misconduct on the part of the workman inviting any suspension. The matter is so simple that the workman was not found during office hours in the work spot and was actually found in the Tea Stall. This is not grave misconduct in order to invite suspension for three months and further to treat it as punishment. There is no proportion between Misconduct alleged and the punishment accorded. Imposing a fine of Rs. 50 will be sufficient for making the workman to correct himself in the future; besides it may not be unduly harsh to deprive the continuity of service and other benefits.

12. Therefore, the order of suspension is revoked and is ordered to be treated as duty period with full back wages for such period and instead a fine of Rs. 50 is imposed for the dereliction of duty proved against the workman. Award passed accordingly. No cost.

Dated at Chennai, this 30th day of October, 2000.

Sd/-

S. R. SINGHARAVELU, Industrial Tribunal
WITNESSES EXAMINED

For Petitioner/Workman : None
For Respondent/Management : None

DOCUMENTS MARKED

For Petitioner/Workman
Ex. W1 28-12-93 Complaint
Ex. W2 28-12-93 Charge sheet issued to the petitioner
Ex. W3 28-12-93 Explanation given by the petitioner
Ex. W4 29-12-93 Enquiry notice sent to the petitioner
Ex. W5 7-3-94 Final order issued to the petitioner
Ex. W6 8-3-94 Letter sent by the petitioner to the Respondent
Ex. W7 10-3-94 Letter sent by the petitioner to the Respondent
Ex. W8 14-3-94 Appeal preferred by the petitioner.
Ex. W9 30-8-94 2(k) petition filed by the petitioner.

Documents for Management

Ex. M1 28-12-93 Complaint
Ex. M2 28-12-93 Charge sheet
Ex. M3 28-12-93 Explanation by the petitioner
Ex. M4 . . . Proceedings of the Domestic enquiry
Ex. M5 . . . Findings of the enquiry officer.

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2701:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाइलाडिला आइरन ओर प्रोजेक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-11-2000 को प्राप्त हुआ था।

[सं.एल.-26012/16/87/डी-III(बी)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th November, 2000

S.O. 2701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the award of the Central Govt. Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Bailadila Iron Ore Project and their workman, which was received by the Central Government on 15-11-2000.

[No. L-26012/16/87/D-II(B)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR

CASE NO. CGIT/LC/R/189/87

Presiding Officer : Shri K. M. Rai.
Ku. Shiromani Mashi,
through Secretary,
Bastar Khadan Mazdoor Sangh
2/B, New Colony,
Kirandul,
Distt. Bastar

.. Applicant.

Versus

The General Manager,
Bailadila Iron Ore Project,
Deposit No. 14,
Kirandul,
Distt. Bastar

.. Non-applicant.

AWARD

Delivered on this 6th day of November, 2000

1. The Government of India, Ministry of Labour vide order No. L-26012/16/87(D-III(B)) dated 9-9-87 is referred the following dispute for adjudication by this Tribunal:—

“Whether the action of the General Manager, Bailadila Iron Ore Project Deposit No 14, Kirandul in discharging Ku. Shiromani Mashi, Asstt. Nurse from her service is fair and justified? If not to what relief she is entitled?”

2. The case for the workman is that she was appointed as Assistant Nurse on probation by the management on 18-10-85. Her initial period of probation was for 6 months. In pursuance of this appointment order, she joined her services. Her services were terminated by the management w.e.f. 14-11-86 vide order dated 22-11-86 on the grounds that her conduct and work was not found satisfactory. She continuously worked for the period of more than 240 days in a calendar year. Her termination amounts to retrenchment. The management did not comply with the provisions of Sec-25F of the I.D. Act, 1947 before terminating her services and therefore this order is void-ab-initio. Her services were governed by the provisions of certified standing orders. The provisions of which have

been flouted by the management. In view of the provisions of Sec-25F of the I.D. Act, 1947, the termination of service without compensation to the workman is illegal. Her period of probation was also extended for a period of 6 months on 19-4-86 and herefore she acquired the status of a permanent employee.

3. The workman further alleges that during the tenure of employment the management never informed that her work was not satisfactory. The management has mala fide exercised the powers in terminating the services. No departmental enquiry was initiated by the management to prove the misconduct of the workman. In the absence of this Departmental Enquiry, her services could not be terminated. In view of all these facts, the termination order passed by the management deserves to be quashed and the workman is entitled to be reinstated with all back wages and other monetary benefits.

4. The case for the management is that the workman was appointed as Assistant Nurse vide order dated 18-10-95 on the terms and conditions stated hereinafter—

“You appointed will be provisional for the present. You will be on probation for a period of six months from the date of your appointment which may be extended by another six months at the discretion of the management. Failure to complete the period of probation to the satisfaction of the management will render you liable to discharge from service of the corporation. During the period of your probation you will at any time be liable to be discharged from the service of the corporation by giving 14 days notice or on payment of wages in lieu of such notice. However if during the period of probation, you desire to resign from the service of the corporation you have to give 14 days prior notice in writing of your intention to resign or pay to the corporation a sum equivalent to your wages for the period of notice which you are required to give. If your work is found to be satisfactory during the period of probation you will be classified as a Permanent workman in terms of order No. 3(a) of the Standing orders applicable to all the projects and feasibility under the control of NMDC Ltd. your appointment is initially for a period of 3 months on adhoc basis. However the post is likely to continue. In the event of your continuation of this post beyond the period of six months from the date of your appointment including adhoc period.

For purpose of conduct, service and disciplinary control, as well as in all matters, you will be governed by the standing orders for all the projects and feasibility under the control of NMDC Ltd. In respect of matters not covered by these standing orders, you will be governed by the rules and regulations of the corporation as may be in force from time to time.”

5. In view of the service conditions mentioned above, her confirmation and continuation in the employment was subject to the condition that she gave satisfactory performance during the period of probation. Her performance was not found satisfactory by the management during the probation period. Even then she was given further chance and her probation was extended for a period of 6 months vide order dated 19 June, 1986, during the extended period of probation, it was observed by the management that the workman did not render satisfactory service. No improvement was shown by her in her performance. In view of the unsatisfactory service and the terms of employment she was discharged from service with effect from 14-11-86. The provisions of the certified standing order did not apply to the service condition of the workman. The workman was appointed for a period of probation and therefore it was not necessary to initiate any disciplinary proceeding against her. It was not mandatory for the management to communicate to the workman regarding her unsatisfactory performance during the period of probation. For termination of her services no notice was required in view of the terms and conditions of her employment.

6. In view of all these facts, the order of termination is perfectly legal and valid.

7. The sole point for determination in the instant case is as to whether the discharge order of the workman from service is fair and justified?

8. It is an undisputed fact that the workman Ku. Shiromani was appointed as the Assistant Nurse by the management vide order dated 18-10-85. The relevant terms and conditions of her appointment are as under :

"Your appointment will be provisional for the present.

You will be on probation for a period of 6 months from the date of your appointment which may be extended by another six months at the discretion of the management. Failure to complete the period of probation to the satisfaction of the management will render you liable to discharge from the service of the corporation. During the period of your probation will at any time be liable to be discharged from service of the Corporation by giving 14 days notice of on payment of wages in lieu of such notice. However if during the period of probation you desired to resign from service of the Corporation you have to give 14 days prior notice in writing of your intention to resign or pay to the Corporation a sum equivalent to your wages for the period of notice which you are required to give. If your work is found to be satisfactory during the period of probation you will be classified as a Permanent workman in terms of order No. 3(a) of the standing orders applicable to all the projects and feasibilities under the control of NMDC Ltd. Your appointment is initially for a period of 3 months on adhoc basis. However the post is likely to continue. In the event of your continuation of this post beyond the period of 3 months, you will be on probation for a period of six months from the date of your appointment including adhoc period.

9. The above terms and conditions of service of workman goes to show that she was appointed as Assistant Nurse for a period of probation of 6 months. After successfully completing this period she was to be confirmed in the employment. The management found her performance unsatisfactory during the period of probation and therefore her period of probation was further extended for 6 months to improve her performance. During this period also her performance was not improved to the satisfaction of the management. As per the terms and conditions of the employment. It is mandatory for the workman to improve her performance for the work she was employed. In spite of extending her probation period no sign of improvement was found in her work and conduct. The management therefore did not find it proper to retain her in the service for any more and accordingly she was discharged from service w.e.f. 14-11-86. Her service conditions are governed by the terms and conditions of the employment and not by the certified standing orders. She therefore cannot get any benefits of the provisions of the certified standing orders in the present case.

10. The services of the applicant have been discharged as per the terms and conditions of the appointment order and therefore the termination of service during the period of probation does not amount to retrenchment as contained in Sec-2(od)(bb) of the I.D. Act, 1947. In such a circumstance, the provisions of retrenchment cannot be attracted in the instant case. By no stretch of imagination the workman acquitted the status of a confirmed employee as contended by her.

11. The workman's employment was on a condition of probation for the period of 6 months. She did not perform satisfactorily during this period and therefore her period of probation was extended for a period of 6 months and even then she did not improve her performance and therefore she was discharged from service w.e.f. 14-11-86. The management did not found her suitable for further employment as her work was not up to the mark. In such a circumstance, no departmental enquiry was at all required before discharging her from service. The question of misconduct was not involved in this case.

12. On the reasons stated above, the order of discharge from service passed by the management vide order dated 14-11-86 does not suffer from any legal infirmity. On the

contrary this order is absolutely just and proper which needs no interference.

13. In view of the above said facts, it is held that the workman is not entitled to any relief as claimed by her. The reference is accordingly answered in favour of the management and against this workman.

14. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2000

का.आ.2702.—औद्योगिक विवाद, अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबन्धन के संबद्ध निरोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्रम न्यायालय इरनाकुलम, कोचिन के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2000 को प्राप्त हुआ था।

[सं. एल-35012/2/96-आई. आर. (विवाद)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 16th November, 2000

S.O. 2702.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Ernakulam, Kochi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cochin Port Trust and their workmen, which was received by the Central Government. on 16-11-2000.

[No. L-35012/2/96-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(In the Labour Court, Ernakulam)

(Tuesday, the 10th day of October, 2000)

PRESENT :

Sri D. Mohanarajan, B.Sc., LL.B.,
Presiding Officer

Industrial Dispute No. 2 of 1997 (Central)

BETWEEN

The Chairman, Cochin Port Trust, Willington Island,
Cochin-682009 (Kerala State).

AND

The workmen of the above concern represented by
General Secretary, Cochin Port Trust Thozhilali
Union (AITUC), Opposite of Amoniam Tank,
Cochin-682003 (Kerala).

REPRESENTATIONS :

M/s. Menon & Pai,
Advocate,
Ernakulam.

.. For Management

Sri M. R. Rajendran Nair,
Advocate,
Samatha,
Cochin-18.

.. For Union

AWARD

The Government of India as per order No. L-35012/2/96-JR(Misc.) dated 5-12-1996 has referred the following industrial dispute to this court for adjudication.

"Whether the Chairman, Cochin Port Trust, Cochin, is justified in terminating the services of Sri P. K. Thaha A 20-1019(2138) and Sri C. V. Aravindakshan, A-20/023, Shore labourers w.e.f. 24-08-95? If not, to what relief the concerned workmen are entitled to?"

2. The facts leading to the reference are summarised below: The workmen involved in the dispute joined the service of the management Port Trust as Shore labourers in 1988. They were confirmed as 'A' category Mazdoors on 1-1-1992. They were required to work on the shore. While so, a settlement under section 12(3) of the Industrial Disputes Act, 1947 was entered into on 6-6-94 between the management of Cochin Port Trust and Cochin Dock Labour Board and their workmen represented by union leaders. In that settlement certain terms for the merger of the staff under the Cochin Port Trust and that under the Cochin Dock Labour Board were settlement. It was agreed inter alia that Mazdoors on Cochin Dock Labour Board and Cochin Port Trust were to be brought on a common roster for the purpose of booking of gangs. Pursuant to this agreement, employees were required to submit option statements regarding particular branch to which they are to be fitted in. Accordingly notice was issued by the traffic manager asking the employees of Port Trust and Dock Labour Board to submit their options. The workers involved in the dispute sent reply to the said notice. But their replies were not accepted by the traffic manager on the ground that proper options were not given as contemplated in the notice. In the above circumstance the workmen were adjusted in composit gang. The members of composit gang were required to work inside the ship as well as on the shore. The workers were placed under suspension alleging that they did not attend to the duties assigned to them inside the ship. A domestic enquiry was also ordered to be conducted into the charges framed against them. To quash the orders of suspension and for other reliefs, the workers filed original petition, O.P. No. 13182/1994-T before the honourable High Court. Along with the original petition, CMP No. 28000 of 1994 was filed by them praying for revocation of the orders of suspension. On that petition the Honourable High Court on 1-2-1995 passed an order directing the management to complete the disciplinary proceedings within a period of two months of the date of receipt of the copy of that order, if the workers did not seek adjournment of the proceedings. It is further ordered that if the proceedings are not over within the stipulated time, the workers are entitled to be reinstated forthwith. Their right to get substance allowance was also specified in the order. The copy of the order was received by the management on 3-2-1995. Hence as per the said order the disciplinary proceedings ought to have been completed on or before 3-4-1995. The workers raised objections against the enquiry officer. Thereupon the enquiry officer was changed. The new enquiry officer could not complete the enquiry before 3-4-1995. For getting the period fixed by the Honourable High Court extended, the management filed an application on 30-3-95. That application was not allowed before 3-4-95. Thereafter, the enquiry officer conducted the enquiry ex parte on the ground that the workers and deliberately abstained from attending the enquiry. He submitted a report finding the workers guilty of the charges. The disciplinary authority in turn sent notice and copy of enquiry report by registered post, calling upon them to show cause why punishment of removal from service should not be imposed. The cover containing the notice and copy of enquiry report was returned with the endorsement "refused". Thereafter the management imposed punishment of removal of the workers from service. By judgment dated 28-9-1995 the Honourable High Court in O.P. No. 13182 of 1994-T entered into a finding that on account of the indifferent attitude taken by the workers, the enquiry officer was compelled to hold the enquiry ex parte and that the report of the enquiry officer finding them guilty of the charges is based on the evidence in the enquiry. It was also found that the punishment of removal from service on the basis of the enquiry report does not require interference by that court. Accordingly the said original petition was dismissed. As against the said

judgment they preferred writ appeal W.A. No. 1620 of 1995-A before the Division Bench. By judgment dated 24-1-1996 that writ appeal was disposed of with the observation that nothing in the impugned judgment of the Single Judge shall stand in the way of the workers resorting to their legal remedies for challenging the order of removal from service.

3. In the claim statement filed by the workmen, the following averments are made: Pursuant to the notice issued by the Deputy Traffic Manager, the workmen had submitted their option to continue as short labourers and the same was received by the management within the stipulated period as per the notice. There was also a request from the side of the workmen that until and unless the terms entered into in the alleged settlement are properly made understood to them, the previous conditions of work have to be followed. Despite the acceptance of the option, the workmen were compelled by the Port Authorities to do the work inside the vessel. In the above circumstances the workmen along with similarly placed employees submitted a representation to the Traffic Manager on 11-8-94 requesting not to engage them in the inexperienced work inside the ship. Without paying any heed to their requests, the management deliberately took penal actions against them. In fact, the workmen were placed under suspension without stating any reason whatsoever. Subsequently they were charge sheeted and a domestic enquiry was ordered to be held. The aggrieved workmen were constrained to approach the Honourable High Court by filing O.P. 13182/94. As per the order in CMP 28000/94, the enquiry should have been completed on or before 3-4-1995. So the enquiry conducted after that date is illegal and in violation of the directions issued by the Honourable High Court. For no fault on the part of the workmen, they were prevented from appearing for the enquiry. The ex-parte enquiry held behind their back is invalid and illegal. The management has erred in terminating the services of the workmen on the Basis of the ex-parte report submitted by the enquiry officer. The O.P. was dismissed on taking into account of the subsequent developments. The Division Bench of the Honourable High Court in W.A. 1620/95 has held that the Judgment of the Single Judge in O. P. does not in any way prejudicially affect the right of the workmen to challenge their removal from service before the competent authority. The workmen were not at all given any opportunity to defend their case. The punishment of removal from service is highly disproportionate to the gravity of the allegations levelled against the workmen. Hence it is prayed that an award may be passed directing the management to reinstate the workmen in service with full back wages and other benefits.

4. The main contentions raised by the management through its written statement are detailed below: The workmen did not exercise their option in the prescribed format within the prescribed time. Instead they sent letters expressing their protest against the merger. There is no mention in these letters that the workmen are opting to work as shore labourers. Though their representations against the merger were rejected, on 21-8-94, the workmen who were posted for landing work on board, M. V. Sangeetha, refused to work in spite of the instructions by the Chairman and Additional Traffic Manager. So the management was compelled to issue orders suspending them from service. They were also charge sheeted. The disciplinary authority appointed Sri P. E. Gopiath, Assistant Traffic Manager (P) as the enquiry officer. In the writ petition filed by the workmen, the Honourable High Court directed the management to complete the disciplinary proceedings within a period of two months from the date of receipt of the order with specific directions to the workmen that they shall not seek adjournment of proceedings. It has been further ordered that if the enquiry proceedings are not completed within the stipulated period, the workmen are to be reinstated. Pursuant to the order, the management made all efforts to conclude the disciplinary proceedings within stipulated time. But the workmen had deliberately delayed the enquiry proceedings under some pretext or other. Malavalam version of the charge sheet was made available at their request. But they were not prepared to accept the same in person. Ultimately the same was sent by post at their instance. Thereafter, the workmen expressed lack of faith in the enquiry officer and so the management was forced to appoint another enquiry officer in his place. Though registered notices were issued to the workmen, they did not attend the enquiry scheduled to be held on 23-3-95 and 3-4-1995. In view of the delaying tactics adopted by the

workmen, the management was not in a position to complete the disciplinary proceedings within the time limit fixed by the High Court. As the workmen did not co-operate with the enquiry officer, he was constrained to proceed with the enquiry after declaring the workmen exparte. After taking evidence from the management, the enquiry officer submitted his report to the disciplinary authority on 21-6-1995. The show cause notice calling upon the explanations of the workman was refused by them. Hence the disciplinary authority passed an order on 1-8-1995 finding the workmen guilty of the charges and removing them from service with immediat effect. The above order is perfectly legal and valid. The disciplinary proceedings were in accordance with the principles of natural justice. The punishment of removal from service is not disproportionate to the gravity of the misconduct committed by the workmen. If any leniency is shown in such types of gross misconduct, it will encourage other employees to become more and more disobedient. It is, therefore, prayed that an award may be passed holding that the management is justified in terminating the services of the workmen.

5. The points which emerge for consideration are:

- (1) Whether the domestic enquiry held against the workmen was valid and proper?
- (2) Whether the punishment of dismissal was disproportionate to the gravity of the misconduct committed by the workmen?

6. The enquiry officer was examined as MW1 through whom the enquiry file was marked as Ext. M1. Arguments were heard from counsel on both sides.

7. Point No. 1: The workmen were working as shore labourers under Cochin Port Trust (for short CPT). As per the settlement entered into between the managements of CPT and Cochin Dock Labour Board (for short DLB) and their workmen represented by the leaders of the union on 6th June, 1994, they were integrated with the employees of DLP. As a result of that, the category of shore labourer was abolished. Since the settlement was entered into under Section 12(3) of the Industrial Disputes Act, the workmen were bound by the terms of the agreement even though they were not personally agreeable to the terms thereof. Further the Regional Labour Commissioner (Central) was the conciliation officer, in the presence of whom the unions representing the majority of the workers had signed the settlement. Of course, such settlement is binding on all the employees. What was agreed in the settlement is that the Mazdoors of DLB and CPT must be brought on a common roster for the purpose of booking of gangs. However, the shore mazdoors including the workmen were given an opportunity to exercise an option either to remain in the shore gang or to opt in the composit gang. Such option should have been exercised in the prescribed format within the time limit fixed in the notice. Admittedly the workmen did not exercise their option in the prescribed format. As reply to the notice they sent letters disregarding the terms of the settlement and raising their protest against the merger. Nothing was mentioned in these letters opting to work as shore labourers. Consequently they were adjusted in composit gang. As members of the composit gang they were bound to work either in the vessel or on the shore depending on the requirement. The workmen and similarly placed mazdoors were assigned works on the shore as well as in the vessel on rotation treating them as members of the composit gang. The fact that they had already attended works assigned to them as members of the composit gang for some period is not disputed by the workmen. According to them, they were compelled to work on board the ship and that action of the management amounted to unfair labour practice.

8. The workmen were placed under suspension alleging that they did not attend to the duties assigned to them inside the ship. The charge levelled against them is extracted below:

"That the workmen while working as mazdoors during the period of August 1994 posted for landing work on board 'M. V. Saneetha' at 03 shed on 21-8-94, day shift refused to enter the vessel and work in the hatch directed by the superiors. The chairman and the additional Traffic Manager have visited the place and asked them to work and they refused

to work, in violation of sub-regulation (A) and (IC) of Regulation 3 of the Cochin Port Employees (conduct) Regulations 1964, which inter alia envisage that every employee shall maintain devotion to duty and do nothing which is unbecoming of an employee of the board and that no employee shall commit any act which is subversive of discipline or of good behaviour."

9. Showing the relevant papers in Ext. M1 file it has been submitted on behalf of the management that the memorandum of charges sent to the workmen on three occasions by registered post was returned by the postal authorities with the endorsement 'unclaimed' and on 21-1-1995, the memorandum of charge was exhibited on the notice board. The disciplinary authority appointed Sri P. E. Gopinath, Assistant Traffic Manager (P) as the enquiry officer. At that juncture, the workmen filed writ petition as O. P. No. 13182/93 before the Honourable High Court challenging the orders of suspension and further proceedings of the management.

10. In writ petition the Hon'ble High Court passed an interim order on 1-2-1995 directing the management to complete the disciplinary proceedings within a period of two months from the date of receipt of that order. It was further ordered that the workmen shall not seek adjournment of proceedings and that if the enquiry proceedings are not completed with the stipulated period, the workmen shall be reinstated forthwith. The copy of the order was received by the management on 3-2-1995 and so the enquiry should have been completed on or before 3-4-1995. On acceptance of the copy of the order, the management issued notice to the workmen posting the enquiry to 22-2-1995. On that date the workmen appeared before the enquiry officer and requested for a Malayalam version of the charge sheet. When Malayalam version of the same was made available, they were not prepared to accept it in person. At their instance it was sent to them by post. The enquiry was subsequently postponed to 7-3-1995 on which date the workmen made a request for change of the enquiry officer alleging serious allegations against him. As they expressed lack of faith in the enquiry officer, the letter did not wish to continue. In the above circumstance the management on 10-3-1995 appointed MW1 as the enquiry officer in the place of Sri P. E. Gopinath. By letter dated 16-3-1995 the management informed this fact to the workmen and also informed them that the enquiry was posted to 23-3-95. As they did not attend the enquiry on 23-3-95, MW1 adjourned the enquiry to 3-4-1995 with notice to the workmen. On that day also they did not attend for the enquiry. In their absences the enquiry officer was constrained to adjourn the enquiry to 9-5-1995, on which date as well they did not turn up and take part in the enquiry. The enquiry officer thereupon posted the enquiry to 22-5-1995, on which date also they were absent. As MW1 the enquiry officer has deposed that registered notices issued to the workmen showing the dates of postings of the enquiry on 9-5-1995 and 22-5-1995 were returned by the postal authorities, with the endorsement 'out of station'. According to him, as he was satisfied that the workmen were deliberately abstaining from attending the enquiry he declared them exparte on 22-5-1995 and took evidence from the management, on the basis of which he entered into a finding that the workmen are guilty of the charges levelled against them.

11. Before the expiry of the time fixed by the Honourable High Court for completion of the enquiry, on 30-3-1995 the management filed CMP No. 10454/95 seeking extension of time. But that petition was not disposed of by the High Court till final order was passed in the writ petition. Since the enquiry could not be concluded before 3-4-1995, the time fixed by the High Court the workmen took the stand that the enquiry held by the enquiry officer after that date is illegal and so they were justified in not taking part in the enquiry thereafter. Repelling this contention of the workman, by judgment dated 28-9-1995 the Honourable High Court in the writ petition granted extension of time as prayed for in CMP No. 10454/95 w.e.f. 3-4-1985 and held that the domestic enquiry conducted by the enquiry officer after 3-4-1995 can in no circumstance be considered as invalid or illegal. On account of the reasons beyond the control of the enquiry officer, the enquiry could not be completed within the stipulated time. Communications sent to the workmen regarding enquiry by registered post were returned by the postal authorities with the endorsement 'out of station'. It is significant to note that admittedly the

workman Thaha was residing in the quarters of the management at Millington Island and the other workman Arvindhakaran was a resident of Thevara, a nearby place on those days. It appears from Ext. M1 file that all the communications in respect of the enquiry were timely despatched to them. As held by the Supreme Court in State of Punjab Vs. Dharam Singh (AIR 1997 S. C. 1905). If notice of enquiry was sent to the delinquent by registered post at every stage, it cannot be said that no attempts were made by the enquiry officer to hold the enquiry in the presence of the delinquent. In the instant case, the workmen had deliberately evaded the enquiry and so they cannot take advantage of that fact. Certainly, on account of the indifferent attitude taken by them, the enquiry officer was constrained to conduct the enquiry ex parte. The said course adopted by him cannot be faulted. The Apex Court in the decision reported in 1994 II LLN 56 (Bank of India Vs. Apurba Kumar Saha) has observed that if the delinquent refused to participate in the enquiry without any valid reason, he cannot be permitted to complain later that he had been denied of reasonable opportunity to defend himself. In such a situation, there was no violation of principles of natural justice. On the basis of the testimony of 2 witnesses examined on behalf of the management and 9 documents produced by it, the enquiry officer has found the workmen guilty of the charges levelled against them.

12. The materials on record disclose that from the very beginning the workmen had shown a non-co-operative attitude and resorted to tactics to delay the conduct of the enquiry with ulterior motives. The delay in completion of the enquiry was due to their non-co-operation. For the reasons stated above, I am unable to agree with them that the enquiry conducted after 3-4-1995 was illegal. The only reason for conducting the enquiry ex parte was their indifferent attitude. In the instant case, the workmen were charge sheeted and allowed to participate in the enquiry. The enquiry was adjourned several times as they did not turn up. The enquiry officer has correctly set them ex parte and entered into a finding on the basis of the evidence let in by the management. For the foregoing reasons, I hold that there was a proper and fair enquiry and that the findings of the enquiry officer are supported by legal evidence. This point is answered accordingly.

13. Point No. 2 :—The enquiry report finding the workman guilty of the charges was accepted by the management. Along with copies of the enquiry report, show cause notices were sent to the workmen requiring them to submit their defence as to why the proposed punishment of termination of service should not be imposed on them. The covers containing the notice and copy of the enquiry report sent by registered post were returned by the postal authorities with the endorsement 'refused'. Thereupon, punishment of removal from service was imposed on them. According to the workmen, the above punishment awarded to them is highly disproportionate to the gravity of the allegations levelled against them. On the other hand, it is contended by the management that the punishment awarded is proper and sustainable and that if any leniency is shown in misconducts of the nature committed by the workmen, there will be a tendency on the part of other employees to become disobedient. The alleged and proved misconduct is that only on a single day the workmen refused to work inside the vessel ignoring the directions of the superior officers. I am unable to agree with the management that misconduct of the said nature is so grave warranting extreme punishment of dismissal. It is now settled legal position that penalty imposed shall be proportionate to the gravity of misconduct. I have no hesitation in saying that the extreme penalty of removal from service imposed on the workman is too harsh and excessive. Having regard to the nature of misconduct committed by the workmen, I am of the opinion that a cut of 50 per cent backwages is proper punishment. Hence an award is to be passed directing the management to reinstate the workmen with 50 per cent backwages and with continuity of service. This point is answered as indicated above.

In the result, the reference is answered holding that imposition of extreme penalty of dismissal is unjustified. An award is passed directing the management to reinstate the workmen with 50 per cent backwages and also with continuity of service.

This award shall come into force on the expiry of 30 days from the date of its publication in the Government Gazette.

Dictated to the Confidential Assistant transcribed and typed out by her corrected by me and passed this the 10th day of October, 2000.

Ernakulam.

D. MOHANARAJAN, Presiding Officer

APPENDIX

Witness examined on the side of management :

MW1—Sri E. I. Thankappan, Enquiry Officer.

Witness examined on the side of workman : Nil

Exhibits marked on the side of management.

Ext. M1file—Enquiry file.

नई दिल्ली, 16 नवम्बर, 2000

का. आ. 2703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाइलाडिला आइरन ओर प्रोजेक्ट के प्रबंधन के संबंध निोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जवलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2000 को प्राप्त हुआ था।

[सं. एल-29012/17/95-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 16th November, 2000

S.O. 2703.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management Bailadila Iron Ore Project and their workman, which was received by the Central Government on 16-11-2000.

[No. L-29012/17/95-IR(Misc.)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/136/95

Presiding Officer : Shri K. M. Rai
Shri Sukhlal, Qr. No. 77, Type-II,
Near Bus Stand,
Post Kirandul,
Distt. Bastar

.. Applicant

Versus

The General Manager,
Bailadila Iron Ore Project,
Deposit No. 14,
Post Kirandul,
Distt. Bastar

.. Non-applicant

AWARD

Delivered on this 31st day of October, 2000

1. The Government of India, Ministry of Labour vide order No. L-29012/17/95/IR-Misc. dated 14-7-95 has referred the following dispute for a adjudication by this tribunal—

"Whether the action of the management of Bailadila Iron Ore Project Deposit No. 14 of National Mineral Development Corporation Ltd. in terminating the services of Shri Sukhlal, Master Dumper Operator w.e.f. 31-8-94 by way of retirement is legal and justified? If not, what relief the workman is entitled to?"

2. On 19-10-2000, the workman expressed before this Tribunal that he does not want to press his claim subject to payment of dues and retrenchment benefits to be paid by the management. The management agreed that all the dues and retrenchment benefit shall be paid to the workman within a month from the date of award.

3. In view of the above fact, it is hereby ordered that the management shall pay all the dues and retrenchment benefits to the workman within a month from the date of award. No other dispute exists between the parties.

4. Parties shall bear their own cost in the instant case.

5. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K. M. RAI, Presiding Officer

नई दिल्ली, 15 नवम्बर, 2000

का.आ. 2704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरिएण्टल इन्श्यूरन्स कम्पनी लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण/बेन्चर्ड के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-11-2000 प्राप्त हुआ था।

[सं. एल-17012/2/95-आई. आर. (बी-II)]

एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 15th November, 2000

S.O. 2704.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Co. Ltd. and their workman, which was received by the Central Government on 14-11-2000.

[No. L-17012/2/95-IR(B-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL NADU
CHENNAI

Tuesday, the 31st day of October, 2000

PRESENT :

Thiru S. R. Singharavelu, B.Sc., B.L., Industrial Tribunal,
Industrial Dispute No. 32 of 1995

(In the matter of the dispute for adjudication under section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workman and the Management of Oriental Insurance Co. Ltd. Madras).

BETWEEN

The Workman represented by
The General Secretary,
G.I.C. Employees Union (X.S.Z.)
C/o Oriental Insurance Co. Ltd. UIL Bldg.,
No. 8 Esplanade,
Madras-600 108.

AND

The General Manager,
Oriental Insurance Co. Ltd.,
UIL Bldg., P.B. No. 1877,
No. 8 Esplanade, Madras-600 108.

REFERENCE :

Order No. L-17012/02/95 IR (B-II) dated 6-7-1995,
Ministry of Labour, Government of India, New Delhi.

This dispute coming on for final hearing on Thursday, the 14th day of September, 2000, upon perusing the reference 3236 GI/2000—15

rence, Claim and Counter statements and all other material papers on record and upon hearing the arguments of Tvl. V. Prakash and M. Ramamoorthy, advocates appearing for the Workmen and of Thiru V. Jambunathan, advocate appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

The Government of India has referred the following issue for adjudication by this Tribunal :

"Whether the demand of the GIC Employees Union (SZ) Madras on the management of Oriental Insurance Company Ltd., Madras for regularising the services of Sri R. Sevugamoorthy as Care taker is justified? If so, what relief is Sri Sevugamoorthy entitled to?"

2. The main averments found in the Claim statement of the petitioner are as follows :

Mr. R. Sevugamoorthy is a member of the Union. The said workman was first appointed in 1984 as an Assistant to Mr. Ranade, the caretaker of the guest house of the respondent and was asked to officiate for Mr. Ranade during the period of Mr. Ranade's leave of absence till Mr. Ranade resumed duty. Mr. Ranade however did not return. The respondent appointed the said workman as a care taker on a monthly pay of Rs. 425/- p.m. under a Letter of Appointment dated 8th March, 1985. However, under the said document, they chose to term the employment to be one on contractual basis. Thereafter, on 24th August, 1987, the workman Mr. R. Sevugamoorthy was asked to sign on an agreement wherein he was described to be a contractor and was to be paid a sum of Rs. 1215/- p.m. inclusive of the remuneration of a helper; if any engaged by him. On 8-2-89, the said workman had represented seeking to be regularised as a sub-staff. On 12-2-90, the remuneration of the care taker was revised with effect from 1-1-87. On 25-4-94, the Manager of the respondent replied that a decision has been taken that guest house/transit flat care takers who have completed 10 years satisfactory work may be considered for absorption against clear identified vacancies depending upon the qualification and other terms of the employment. The stand of the management that the petitioner is not an employee is incorrect. The maintenance of the guest house was integral to the Insurance Company who needed it for its officers coming on official visit and to maintain the guest house, they needed a worker who was the caretaker and the control was exercised by the maintenance of a complaint book where if anything was not in order, the visiting officials would make a remark. Control has also been exercised over the said workman by requiring him to submit accounts. In Tamil Nadu, the workman of Industrial establishments who have completed 480 days of continuous service within a period of 2 years are entitled to permanency under the Tamil Nadu Industrial Establishments (Conferment of permanent status to workmen) Act. In the device adopted to term Sri R. Sevugamoorthy a contractor the respondent has revealed itself to be adopting unfair labour standards conduct unbecoming of a Government company. It is an unfair labour practice under Schedule V of the Industrial Disputes Act to keep an employee casual for years together, to deny him the benefits and privileges of a Government Employee, which is precisely what has been done in the case of Mr. R. Sevugamoorthy. The petitioner prays to note an award during the regularisation of Sri R. Sevugamoorthy as a permanent employee w.e.f. March 1986 and further hold that he is entitled to the pay, all benefits, allowances, leave travel concession, medical relief bonus and all other privileges of permanent employees w.e.f. the said date.

3. The main averments found in the Counter Statement of the respondent are as follows :

It is denied that Sri Sevugamoorthy is a 'workman' within the meaning of 2(s) of the I.D. Act. The status of Mr. Sevugamoorthy is that of an independent contractor and not an employee of the organisation. It is not admitted that he was working as an Assistant to Mr. Ranade who was then the care taker in 1984. It is correct that the claimant was made a care taker on contract basis from 1985 and from 24-8-1987 and the entire case was governed by a proper agreement entered into between the parties. The fact that he was permitted to uti-

lise the services of any other person as a helper would go to prove that it was not obligatory that the petitioner should remain all the time in the guest house and serve the guests staying there. If he is not free he could even appoint a person to look after the entire affairs of the guest house retaining ultimate control for himself and responsibility to account to the management. His presence is not needed at all the time in the guest house, and it is not necessary that he should alone serve the guest staying in the guest house, which could be done by any other person whom he had engaged as a helper to assist him. So there is an essential element of supervisory function even as a contractor and as such he is not a workman. The fact that he has been permitted to stay in the guest house including his family members would go to show that he is not a 'workman' and the fact that he is permitted to use the gas etc. supplied by the company as part of service to the guest who stay there would go to prove that he is not a workman much less a sub-staff. It is not correct to claim that maintenance of a guest house was an integral running of the Insurance Company. The claim of the petitioner and the applicability of the Tamil Nadu Industrial Establishment (Conferment of Permanent to workman) Act is again a misnomer. The Act is not applicable to the Respondent managements. Vide Section 2(a) (b) of the Act this management is not an Industrial establishment under the control of the State Government of India. As such it is not applicable to this management. It is not correct that this respondent is adopting unfair labour standard, conduct unbecoming of a Government Company. The Standard of parameter applicable to clerical staff and workman working in the Office on regular fixed time basis with holidays working hours etc. cannot be considered as the only Standard or a yardstick to judge an organisation whether or not it is adopting unfair labour practice. The claimant has failed to see that in between temporary and permanent appointment there is one more status 'quasi permanent'. The allegations of unfair practice under Schedule V of the Industrial Disputes Act is not correct, equally deny that the management has denied the benefits and privileges of a Government employee. He is not entitled to any relief. The respondent prays to reject the petition.

4. On behalf of petitioner/workman. WW1 Thiru R. Sevugamoorthy has been examined and Ex W1 to W 18 were marked. On behalf of respondent. M1 to M6 were marked by consent.

5. The point for consideration is : Whether the demand of the CIO Employees Union (S7) Madras on the management of Oriental Insurance Company Ltd. Madras for regularising the services of Sri P. Sevugamoorthy as care taker is justified. If so, what relief is Sri Sevugamoorthy entitled to."

6. The Point : The management of the Oriental Insurance Company Limited (Respondent) is having a guest house at Chennai and in order to maintain the same there was originally a care taker by name Mr. Ranade. The fact that Mr. R. Sevugamoorthy is the care taker at present is not in dispute. While he claimed that he was as well and assistant to Ranade, the said fact was denied by the respondent. However, on an application by Mr. R. Sevugamoorthy whose cause is espoused by the petitioner union into which the former is a member a letter of appointment was issued on 8-3-85. The application of Mr. Sevugamoorthy was marked as Ex. W1 dated 3-12-84. The letter of appointment was marked as Ex. W2 dated 8-3-85. After 2-1/2 years, on 24-8-87 a further agreement was entered between Mr. Sevugamoorthy and the Management through Ex. W3.

7. The trouble started on the representation of Sevugamoorthy made through Ex. W4 dated 8-4-89 seeking permanency in the job and regularisation therein. Instead of getting what was sought for the thing that the applicant received was only a Circular dated 12-2-90 through Ex. W7, whereby it has been stated that the services of Sevugamoorthy was a contractual one and that on 1st January of every year a

notional increment will be paid alike for sub-staff. This was reiterated in Ex. W9 letter dated 8-7-91 of the management. Ultimately there was a letter from the management through Ex. W10 dated 13-12-93 stipulating 9 years continuous service for regularisation of care taker. The petitioner union by its letter dated 25-3-94 through Ex. W11 stated that since Mr. Sevugamoorthy was serving as care taker for past 10 years since 1984, his services could be regularised, for which there was a reply issued under Ex. W6 dated 25-4-94 by the respondent, that the regularisation of Mr. Sevugamoorthy depends upon clear identified vacancy. Ultimately on 5-12-94, the respondent disowned care takers as their employees and it was by its letter through Ex. W14. When once the respondent disowned Mr. Sevugamoorthy as its employee and started saying that he was only a contractual party, the dispute was referred here, to decide as to whether there is the relationship of employer and employee between Mr. Sevugamoorthy and respondent.

8. In this connection, the learned counsel for the respondent would rely upon Ex. W2 dated 8-3-85 the letter of engagement of the services of Mr. Sevugamoorthy and Bilateral agreement through Ex. W3 dated 24-8-87. True it is that the first column of Ex. W2 is reading as follows :

"Your services as a care taker is purely on a contractual basis."

It is equally true that under Ex. W3, the care taker was given the right to engage the helper and that such helper will not be considered as an employee of the company. The terminology used in that letter to indicate Sevugamoorthy was also as if he was a contracting party. However, a refusal of the application dated 3-12-84 through Ex. W1 of the petitioner, by name Sevugamoorthy, would only go to show that what he sought was only the job of care taker. The wording used therein is as follows :

"I request you to consider my candidature for the care taker post of your guest house."

Accordingly he was appointed under Ex. W2 with a remuneration of Rs. 425 p.m. towards the services and with a clause that the cost of cleaning material as may be required for will be reimbursed. There is also another clause by which the contract was made to be in force only for three years. During the period of service it was covenanted that the respondent office will provide with allotment slip as and when made, which will have to be returned to the office, after obtaining the allottee's signature on its back, in token of his availing the Guest house accommodation and that the petitioner has to arrange for all the washing and drying cleaning of the materials, and the payment for them shall be made according to the actual billing, the preparation of breakfast, tea, coffee etc. will be at the agreed rates and as per the requests of the guests, the petitioner was directed to collect the charges if any and remit the same to the respondent office regularly, and that he has to stay therein without detriment to the interest of the company. One more clause entitling him to use the services of the helper was added under Ex. W3 agreement.

9. Thus besides pointing out the factors found in Ex. W2 and W3, the Learned counsel for the respondent also pointed out that there was no attendance register, no Provident Fund deducted that there was no fixed hours of work, that the recruitment was not through Employment Exchange, that there was power of delegation of work and that what was paid for him was only in terms of agreement. Thus, the management wanted to look Mr. Sevugamoorthy into the term of contractual service, whereas he asked for the status of employee.

10. It was further pointed out by the Learned Counsel for the Respondent that the General Insurance (Rationalisation of Revision of Pay scales and other conditions of service of Supervisory Clerical, and subordinate staff) Scheme, 1974 could not be applied against Mr. Sevugamoorthy, because there is no sanctioned post of care taker as found therein. Moreover, it was pointed out that under Clause 2 therein, such terms may not be applicable to any person employed under specific contract of employment. The first contention that there is no sanctioned post of care taker is unacceptable because there is a headline called 'all other subordinate staff', which says that all employees working in various subordinate position shall be categorised as subordinate staff. Again, the non-applicability of the scheme due to the fact that Mr. Sevugamoorthy is not an employee cannot be accepted because it is a decision yet to be made upon the reference and the relationship has to be decided herein.

11. Before going to evaluate the facts in favour of each of the parties, we can take the guidelines from the Case Laws in 1973 (2) LLJ p. 495 and 1978 II LLJ p. 397. In the later case, it was held as follows :

"Held in Ganesh Bidi case, (1974—I LLJ 367), the Supreme Court has said that mere contracts are not decisive and the complex of considerations relevant to the Indian condition was necessary.

The true test may be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is virtually laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex-contractu* is of no consequence when, on lifting the veil or looking at the conspectus of facts governing employment, we discover the naked truth, though draped in different paper arrangement, not the immediate contractor. Myriad devices, half-hidden in fold after fold of legal form depending on the degree of concealment needed, the type of industry, the local conditions and the like may be resorted to when labour legislation casts welfare obligation on the real employer, based on Arts. 38, 39, 42, 43 and 43A of the Constitution. The Court must be astute

to avoid the mischief and achieve the purpose of the law and not be misled by the maya of legal appearances.

... The true test may, with brevity, be indicated, once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the workers is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship *ex-contractu* is of no consequence when, on lifting the veil or looking at the conspectus of facts governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor.

... If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the management cannot scap the real life bond. The story may vary but the inference defies ingenuity. The liability cannot be shaken off."

12. Now for the purpose of deciding the relationship we have to see the actuality of the nature of work instead of the terminology used in the documents; because going by verbatim of the terms and conditions will make things superficial, and what we have to do is plunging into analysis of the actuality of the nature of work done. This is so because locking a real workman as a contractual party is not only non judicious but also against natural justice. It may be true that the absence of attendance register, Provident Fund deduction, Delegation of work, non recruitment from employment exchange etc. may indicate or suggest contract of service. But if there is something beyond the same. Over powering and outweighing them leading to a finality of indication of the reality, then there is no harm in considering them and deciding accordingly.

13. The very fact that the arrangement of assistance of a helper was made 2-1/2 years later to the original appointment through Ex.W2 without describing and pointing out the necessary for such arranging of assistance, would go to show the arbitrary attempt or idea of respondent management, in locking an otherwise employee as a contractual party. Under the name of privity of contract and theory of estoppel, we cannot shut our eyes into the realities which alone have got the determining relevance and potency. Big companies are like lions and the workers are like Lamb. While the Boss want Sevugamoorthy to sign Ex.W3 it is natural that he would sign mechanically. Likewise Ex.W3 was not signed from Mr. Sevugamoorthy. What was the necessity for that document, while there was already a letter of appointment in existence through Ex. W2 in detail, Ex. W3 will reveal

the arbitrary urgency of the management with a malafide motive to deny the right of employee. Anyway even assuming that Ex.W3 is so much binding, arrangement of a helper, which alone was newly added therein, cannot be taken into delegation of work of the care taker.

14. Again what we have to do is to go to the terms of contract on which the respondent relied much. However binding that the terms of Ex.W2 and W3 may be, the fact remains that Sevugamoorthy was allowed to reside in the premises with a condition that it should not be detrimental to the interest of company. This would indicate the control of the management over the care taker. He was also paid Rs. 425/- p.m. He was held responsible for the security arrangement. He was assigned with not only preparation of food but also washing and cleaning of the materials. He was to be incharge of the furnitures, fixtures, fittings etc. He was asked to keep an inventory of all items. Why was he to take up an inventory if he was only a contractual party. In other words, if there was a contract, it was the employer who should normally take an inventory. Again there was not only a control over the accounts by the management but also over the premises. This will indicate the overall control upon the care taker. Up-keeping of the accounts by the care taker also strengthens this view. Although, it may appear that preparation of food, and washing and dry washing was paid by the management, it was the same as that of a real employee was expected to do. It has been held in 1952 II ALL ER Er p. 957 that the test of being a servant does not rest now a days on submission to orders depends on whether a person is part and parcel of organisation. In applying this test, the relevant factor is the fact that workers attend the shop which belongs to the employer and work there on the machine also belonging to him. Again, it was held in 1973 II LLJ at page 504 that the workers are not obliged to work for the whole day in the shop is not very much material. It was held that there was of course on reason why a person, who is only employed part time, should not be a servant; and it is doubtful whether regular part time service can be considered even prima facie to suggest anything other than a contract of service. It was pointed out that according to the definition of Section 2(14) of the Act, even if a person is not wholly employed, if he is principally employed in connection with the business of the shop, he will be a person employed within the meaning of Sub-section.

15. Therefore, from the various factors discussed and dealt with, it is made clear that the guest house is part and parcel of the respondent company, and for the whole of the hours of the day the care taker is vigilant, not only in securing the property and other materials, but also in yielding service to the incoming officers the day and time of whose arrival is exclusively at their option, which would indicate that the care taker should always be careful in yielding his services, unlike that of a contract party. Thus it is made clear that his services was vigilantly and urgently rendered, and was never a thing to be arranged. The helper could not be a supplement and not substitute. Thus, the relationship of employer

Sevugamoorthy and the Respondent. Subject to his otherwise eligibility he is entitled for regularisation. Award passed. No costs.

Dated at Chennai, this 31st day of October, 2000.

S. R. SINGHARAVELU, Industrial Tribunal

WITNESSES EXAMINED

For Petitioner/Workman : Thiru R. Sevugamoorthy.

For Respondent/Management: None.

DOCUMENTS MARKED

- Ex.W1 3-12-84 : Application of R. Sevugamoorthy for the post of Guest house care taker.
- Ex.W2 8-3-1985 : Letter from the Manager of the regional office of the Oriental Insurance Company Ltd. Madras to Mr. R. Sevugamoorthy.
- Ex.W3 24-8-87 : Agreement entered into by the Oriental Insurance Co. Ltd. and Mr. R. Sevugamoorthy.
- Ex.W4 8-2-89 : Representation of R. Sevugamoorthy to the Chairman-cum-Managing Director, Oriental Insurance Co. Ltd.
- Ex.W5 14-3-89 : Letter from the Manager; Regional office, Oriental Insurance Co.Ltd. Madras to Mr. R. Sevugamoorthy.
- Ex.W6 25-4-94 : Letter from the Head office or Oriental Insurance Co. Ltd. to the Regional office regarding the absorption of care takers.
- Ex.W7 12-2-90 : Circular issued by the Head office of the Oriental Insurance Co. Ltd. regarding the revision of remuneration of care takers.
- Ex. W-8 2-3-90 : Letter from the Head office Regional office, Madras to Mr. R. Sevugamoorthy.
- Ex.W9 8-7-91 : Letter from the Head office of the General Insurance Corporation of India to the General Manager, United India Insurance Co. Ltd. regarding remuneration of care takers.
- Ex.W10 13-12-93 : Representation of the petitioner union to the respondent regarding regularisation of the services of Mr. R. Sevugamoorthy
- Ex. W11 25-3-94 : Petition preferred by the petitioner union before the Asst. Labour Commissioner regarding the services of Mr. R. Sevugamoorthy.
- Ex.W12 30-11-94 : Disbursement voucher.
- Ex. W13 30-11-94 : Disbursement voucher.
- Ex.W14 5-12-94 : Reply filed by the respondent to the petition filed by the petitioner union before the Asst. Labour Commis-

Ex.W15 29-12-94 : Failure of Conciliation report issued by the Asst. Labour Commissioner.

Ex.W16 10-4-95 : Representation made by the petitioner union to the Respondent.

Ex.W17 28-4-95 : Disbursement voucher.

Ex.W18 28-4-95 : Disbursement voucher.

FOR RESPONDENT/MANAGEMENT

Ex.M1 26-6-1981 Conduct Certificate.

Ex.M2 31-3-1979 : S.S.L.C. Book Certificate 1st page.

Ex.M3

Mark list containing marks secured in X Std. New pattern final examination held in April 1979.

Ex. M4 ..

Mark list containing the marks secured in Higher Secondary examination in April in 1981.

Mark list containing marks secured in two papers in Higher Secondary Examination conducted in April, 1986.

Mark list containing marks in one subject in Higher Secondary examination conducted in Mar'1987.

Ex. M5 ...

Transfer certificate issued by Madurai Kamaraj University for B.A. Degree Course dt. 21-7-90 for completing the course.

Ex.M6 : Instruction received from G.M. dt. 25-10-94 addressed to Head office.

नई दिल्ली, 16 नवम्बर, 2000

का आ. 2705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनাইटेड बैंक ऑफ इंडिया के प्रबंधन के संबंध, नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कलकत्ता के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2000 को प्राप्त हुआ था।

[सं. एन-12011/57/99-प्रार्. धार. (बी-II)]

एन.पी. केशवन, डेस्क अधिकारी

New Delhi, the 16th November, 2000

S.O. 2705.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United Bank of India and their workman, which was received by the Central Government on 16-11-2000.

[No. L-12011/57/99-IR(B-II)]

N. P. KESAVAN, Desk Officer
ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 45 of 1999

PARTIES :

Employers in relation to the management of United Bank of India,

AND

Their workman.

PRESENT :

Mr. Justice B. P. Sharma, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. A. Moitra, Deputy Chief Officer (Law) of the Bank.

On behalf of Workman—None.

STATE : West Bengal. INDUSTRY : Banking.

AWARD

By Order No. L-12011/57/99/IR(B-II) dated 21-10-1999 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of United Bank of India in reducing the allowance of Sh. Samiran Das, Sh. Prabir Bhattacharjee and Sh. Bhaskar Chandra, Encoder operators from Rs. 314 p.m. to Rs. 245 p.m. and of Sh. Shyamal Mukherjee, Sh. Atindra Mohan Ganguly, Sh. Dilip Kumar Dutta, Sh. Tarun Adhikari, Sh. Bhabani Bhattacharjee and Sh. Lakshman Roy, Encoder Operators from Rs. 282 p.m. to Rs. 245 p.m. is legal and justified. If not, what relief are the workmen entitled to?”

2. When the case is called out today, none appears for the union even though the management is represented by its representative. It appears from record that no one ever appeared on behalf of the union in spite of service of notices upon it and no step was also taken on its behalf to proceed with the matter. Written statement has been filed on behalf of the management explaining the circumstances under which the payment of allowance are made at the rate of Rs. 245 per month to the workmen concerned and it is justified on the basis of the industrywise bipartite settlement to which the parent union of the sponsoring union happened to be a party. It has also been stated that the enhanced amount, as alleged, was being paid inadvertently and it has been simply corrected by the Bank and the payment is made in accordance with the bipartite settlement.

3. It is obvious that the union is not appearing to proceed with the case in the aforesaid circumstances. This Tribunal, accordingly, has no other alternative but to dispose of the present reference by passing a “No Dispute” Award.

4. A “No Dispute” Award is accordingly passed and the reference is disposed of.

Dated, Calcutta,

The 8th November, 2000.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2000

का.आ. 2706.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इश्यूरेन्स कं. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16 अक्टूबर, 2000 प्राप्त हुआ था।

[सं. एल-17012/23/92 आई. आर. (बी-II)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 16th November, 2000

S.O. 2706.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. and their workman, which was received by the Central Government on 16-11-2000.

[No. L-17012/23/92-IR(B-II)]
N. P. KESAVAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case No. CGIT/LC/R/167/92

PRESIDING OFFICER : Shri K. M. Rai,

Smt. Girija Bai Verma
Through : The President,
General Insurance Employees Union,
W-Zone, Sharda Sadan,
Nathpara, Raipur. Applicant.

Versus

The Divisional Manager,
United India Insurance Co.,
Kachahari Chowk,
Raipur. Non-applicant.

AWARD

Delivered on this 6th day of November, 2000

1. The Government of India, Ministry of Labour vide order No. L-17012/23/92-IR B-II dated 30th July, 1992 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of United India Insurance Co. Ltd., divisional office, Raipur MP in not considering Smt. Girija Bai Verma for the post of full time regular sweepress w.e.f. 1-10-90 is lawful and justified? If not what relief the workman is entitled to?”

2. The workman did not appear in the court inspite of service of notice on him. The Union representative also did not appear. Hence proceeded ex-parte.

3. From the conduct of the workman it appears that she is not interested in pressing her claim before this tribunal. In such a circumstance, no dispute exists between the parties. Hence No Dispute Award is passed. On the reasons stated above, the workman is not entitled to any relief in the instant case. The reference is accordingly answered against the workman and in favour of the management.

4. Copy of award be sent to the Government of India, Ministry of Labour as per rules.

K.M. RAI, Presiding Officer

नई दिल्ली, 16 नवम्बर, 2000

का.आ. 2707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय न्यू इंडिया एश्यूरेन्स कं. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-2000 को प्राप्त हुआ था।

[सं. एल-17012/43/87-डी IV (ए)]
एन. पी. केशवन, डेस्क अधिकारी

New Delhi, the 16th November, 2000

S.O. 2707.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New India Assurance Co. Ltd. and their workman, which was received by the Central Government on 16-11-2000.

[No. L-17012/43/97 DIV(B)]
N. P. KESAVAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC/52/88

PRESIDING OFFICER : Shri K. M. Rai,

Shri Samir Ranjan Guha
Flat No. 78/79,
New Colony,
Tikarapara,
Raipur. Applicant.

Versus

The Divisional Manager,
New India Assurance Co. Ltd.,
Jail Road,
Raipur. Non-applicant.

AWARD

Delivered on this 6th day of November, 2000

1. The Government of India, Ministry of Labour vide order No. L-17012/43/87-D, IV-A dated 23rd

23 May, 1988 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management in terminating the services of Shri Sameer Ranjan Guha, Assistant Clerical in the divisional office of New India Assurance Co. Ltd., Raipur w.e.f. 11-1-86 is justified? If not, what relief is the workman entitled to?”

2. The workman remained absent inspite of service of notice on him. It appears that he is not interested in pressing his claim before this tribunal. This fact goes to show that No Dispute exists between the parties. Hence No Dispute Award is passed.

3. In view of the foregoing discussions, it is held that the workman is not entitled to any relief as claimed by him. The reference is accordingly answered in favour of the management and against the workman.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

K. N. RAI, Presiding Officer

नई दिल्ली, 27 नवम्बर, 2000

का.आ. 2708:—केन्द्रीय सरकार संतुष्ट है कि लोक-हित में ऐसा अपेक्षित है कि बैंक सट प्रेस देवास (म.प्र.) में सवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 22 के अन्तर्गत निदिष्ट किया गया है उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[संख्या एस-11017/4/97-औ. सं. (नी.वि.)]

एच. सी. गुप्ता, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 27th November, 2000

S.O. 2708.—Whereas the Central Government is satisfied that the public interest requires that the services in the Bank Note Press, Dewas which is covered by item 22 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares, with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017/4/97-IR(PL)]

H. C. GUPTA, Under Secy.

नई दिल्ली, 29 नवम्बर, 2000

का. आ. 2709 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पवनहंस हेलीकाप्टर्स के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद पर न्यायनृति टी. डी. शुक्ला (रिटायर्ड), अम्पायर, जिन्हें श्री एस. कृष्णामूर्ति एवं श्री एच. एम. जगतिरानी, उक्त मामले में अधिभूचित कार्यद्विजों द्वारा नियुक्त किया गया था के द्वारा दिए गए पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-10-2000 को प्राप्त हुआ था।

[सं. एन-11013/1/97-आईआर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 29th November, 2000

S.O. 2709.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award as shown in the Annexure given by Justice T. D. Sugla (Retd.) Umpire appointed by Shri S. Krishnamoorthy and Shri H. M. Jagtiani, Arbitrators notified in the matter of Industrial Dispute between the employers in relation to the management of M/s. Pawan Hans Helicopters and their workman, which was received by the Central Govt. on 3-10-2000

[No. L-11013/1/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE HON'BLE UMPIRE JUSTICE T. D. SUGLA (RETD.) AT MUMBAI

Arbitration No. L-11013(81)/97-IR(C-I) Dt. 19-6-1997

BETWEEN

M/s. Pawan Hans
Helicopters Ltd.

Employer Company

AND

M/s. Pawan Hans
Pilots Guild.
Appearances:

Pilots (Workmen).

Shri Mohan Bir Singh, Advocate instructed by Office bearears of the Union.

Shri D. M. Utekar, Advocate with his Assistant instructed by the Senior Officials of the Company.

AWARD

1. The disputes between the Company and the Union were seized in reconciliation for quite sometime during the course of which an Agreement was signed under Section 18(A) of the Industrial Disputes Act, 1947 (for short "the Act") between the Management of Pawan Hans Helicopters Ltd. (for short, "the Company") and the Pawan Hans Pilots Guild (for short, "the Union") in terms of which the parties agreed to make reference to the arbitration under Section 10 A of the Act in regard to the disputes specified in Terms of Reference. Accordingly, the Government of India, Ministry of Labour, by its Notification dated 19-6-1997 referred the matter to a Board of Arbitrators consisting of two arbitrators to be nominated one each by the Company and the Union. The Company nominated Shri S. Krishnamoorthy, a former Joint Secretary and Financial Adviser Ministry of Civil Aviation, Government of India, while the Union nominated Shri H. M. Jagtiani, a Senior Advocate of Bombay High Court, as arbitrators. Memorandum of Understanding was also signed by and between the parties on 5th January, 1998 before the

Regional Labour Commissioner (C), Mumbai, which does not have any bearing on the disputes involved herein.

2. In terms of Reference the learned Arbitrators were required to decide issues of interim relief and working hours as preliminary issues in the first instance. By Interim Award dated 10-3-1998, the learned Arbitrators granted Rs. 1,90,000/- (Rupees One Lac ninety thousand only) to each line pilot as an ad hoc payment subject to adjustment of the same against the Final Award. The issue of working hours was left to be decided in the Final Award.

3. After hearings spread over a period of more than one and a half year, the Learned Arbitrator Shri H. M. Jagtiani signed his Award on the date not indicated, whereas the Learned Arbitrator Shri S. Krishnamoorthy differed from him and gave his separate Award on 8-10-1999.

4. The Learned Arbitrators had agreed at their first meeting itself that in case they were not able to come to a unanimous decision, they would refer the matter to an Umpire to be nominated by them jointly. Accordingly, in view of the differences and their giving separate Awards in relation to the disputes between the parties, the Learned Arbitrators nominated me (Justice T. D. Sug'a, a retired Judge of the Bombay High Court) as an Umpire. The Learned Arbitrators conveyed their decision to me and the parties also wrote to ask me whether I was willing to act as an Umpire, to which I gave my consent.

5. In one of the early meetings held on 21st October, 1999, this fact has been recorded in the Minutes. Regarding Notification to be issued in this regard, the Government of India, Ministry of Labour, New Delhi, informed the Company vide letter dated 19-11-1999 that it was not necessary.

6. First meeting for directions was held on 5th October, 1999 and the last hearing took place on 17th May, 2000. During the course of one of the last few hearings the learned Counsel were told and they had agreed to give synopsis of their respective arguments in brief in not exceeding five to seven pages on or before 31st May, 2000. Synopsis of arguments were received from the Union on or about 30th June, 2000 while the same were received from the Company on or about 10th of July, 2000. Besides what was received from the Company was not the synopsis but summary of the arguments running into as many as 27 pages.

7. It is pertinent to mention that in their Final Awards the Learned Arbitrators had differed almost on all issues. The differences were well pronounced inasmuch as while the Learned Arbitrator Mr. Jagtiani had accepted almost all material demands of the Union, the Learned Arbitrator Shri Krishnamoorthy had mostly rejected them.

8. At the inception of these proceedings it was made clear to the parties that in law the proceedings before me were like new proceedings before a Sole Arbitrator and the parties were entitled to proceed de novo, as if it was a fresh adjudication. It was, of course, also open to them to confine their disputes to the extent the Learned Arbitrators had differed or to some other mutually agreed arrangement. The parties agreed that they would adopt the latter course. The Company agreed and accepted what was awarded by the Learned Arbitrator Shri Krishnamoorthy and the Union agreed to accept what was awarded by the Learned Arbitrator Shri Jagtiani. To put it precisely the disputes before the Umpire were confined to the difference in awards given by the two Learned Arbitrators.

9. The issues were finalised with the consent of the parties. Issue proposed by the Company against the jurisdiction of the Learned Arbitrators to give an Interim Award and the merits thereof was not treated as an issue as (1) the two Learned Arbitrators were unanimous on this issue and (2) the Company had stated that it had no intention of taking back the sum of Rs. 1,90,000/- paid to each pilot under the Interim Award. The issue, whether the Umpire is required to follow procedure on par with the provisions of Evidence Act as a model, proposed by the Company, needs to be dealt with in some detail. It is pertinent to mention that the two Learned Arbitrators have on this issue stated in their respective awards as under :

Shri Jagtiani stated :

"We had also made it clear to both the parties that as per Section 11 of the Industrial Disputes Act, 1947, the Arbitrators are free to determine their own procedure in respect of the arbitration and nothing contained in the Arbitration Act, 1940 applies to such arbitration. We had therefore with the consent of the parties accepted that the evidence need not be led in a formal manner and the oral or documentary evidence even informally produced shall be considered by us. Accordingly both the parties have introduced various documents in support of their respective cases without proving the said documents in a formal manner. The authors of such documents have also not been produced before us by either party and obviously they have not been cross-examined by the opposing party either. In accordance with our earlier decision arrived at with the consent of the parties, we shall give due weightage to such documentary and oral evidence which has been produced before us."

Shri Krishnamoorthy stated :

"It is necessary to mention that at the commencement of the proceedings of the arbitration, it has been decided that wherever documents are accepted by either of the parties and not disputed, such documents may be exhibited and relied upon and naturally disputed documents cannot be relied upon unless and until they are proved by the concerned party in the formal way. I would like to mention that though the Arbitrators are at liberty to decide their own procedure, it is elementary to note that such procedure should be within the scope and ambit of the Evidence Act as model, though the provisions of Evidence Act are not strictly applicable to these proceedings. No authority under the ID Act including arbitrator is empowered to traverse beyond the permissible limit of the Evidence Act. Accordingly, when any documents or information is seriously challenged, the party who seeks to place reliance on such documents or information is duty bound to prove the same by examining the authority of the said documents/information."

10. In this background the learned Counsel for the Company had initially referred to and relied upon certain observations of the Supreme Court in *Bareilly Electricity Supply Co. Ltd. vs Workmen* (1971) 2 LLJ 407 para 15 at page 417, in support of the Learned Arbitrator Shri Krishnamoorthy's view. On the other hand the learned Counsel for the Union referred to and relied upon the contrary observations of the Supreme Court in *Food Corporation of India Workers Union vs FCI* (1996) 9 SCC 439 at page 448 (para 16). According to me the view taken by Shri Jagtiani is in consonance with the latter decision of the Supreme Court. The Supreme Court, it may be stated, had emphasised similar views in *Sarva Shramik Sangh v Indian Hume Pipe Co. Ltd* (1993) 2 SCC 386. I also find that Section 11 of the Industrial Disputes Act, 1947 in term provides that various authorities including tribunal shall follow such procedure as it may think fit. Sec. 19(1) of the Arbitration Act, 1996 also clearly provides that the arbitral tribunal shall not be bound by the Code of Civil Procedure, 1908 or Indian Evidence Act. While sub-sec. (2) thereof provides that the parties are free to agree on the procedure to be followed by the arbitral tribunal sub-sec (3) goes further and makes it clear that even if the parties fail to agree to any procedure, the arbitral tribunal will be free to conduct the proceedings in the manner it considers appropriate.

11. I accordingly suggested to the parties that I proposed to respectfully follow the approach suggested by the Supreme Court in the latter decision *Food Corporation of India (supra)* subject to scrupulously observing the principles of natural justice. Thus, this issue was not framed as an issue for decision with the consent of the parties. It may be appropriate to reproduce the observations of the Supreme Court in the case of *Food Corporation of India (supra)* here viz.,

"The approach made by the Tribunal even in the matter of marshalling or considering the material placed before it, seems to be wrong for the following

reasons. The Tribunal was apparently of the view, that there should be 'evidence' to prove the facts, as per the provisions of the Evidence Act. It is not so. The Tribunal is not a court. There should be only 'material' and not evidence as required by the Evidence Act. It appears that a good many witnesses were examined by another member who was the predecessor of the member, who delivered the final award. The Tribunal has stated that the evidence of the petitioner (workman) is not "duly proved", "legally proved" or proved "beyond reasonable doubt". This approach was also wrong. The only question was whether on weighing the probabilities, the material placed by the petitioner was acceptable"

12. It may be further mentioned that as an Umpire in the last stage of proceedings I had felt that the material as regards pay, allowances and other benefits given to the pilots by other helicopter companies on record was vague and even conflicting. I had proposed that I would myself like to obtain information as regards fixed pay and allowances variable allowances and terminal benefits, including loss of licence from other helicopter companies provided both parties agree subject to their right to make comments/submissions on the information so gathered, to accept the replies received by me as evidence. The parties accepted my proposal as noted in the minutes of the meeting held on 15-3-2000. Letters were written by me to various helicopter companies. It is a different thing that no helicopter company responded. It was in this spirit that the issues were dictated in the presence of the parties in the meeting on 30th November, 1999 and finalised in the following meeting held on 14th December, 1999. There were in all 27 issues framed.

13. At the suggestion of the parties I was also taken to Bombay High in the Company of General Natarajan CMD of the Company Capt. Varma, President of the Union was the Captain. This was to enable me, to have a first hand experience of the flying by helicopter and in particular to observe and appreciate the landing on floating rigs what is known in technical terms as "dead man's curve".

14. Despite agreement on the procedure to be followed by me as an Umpire, Shri Utekar for the Company and Shri M.B. Singh for the Union objected to the admission of a number of documents produced on behalf of the Union and the Company on the grounds that those were produced for the first time and that their authors were not made available for cross-examination and/or their source was not proved. However, in view of the agreement between the parties and the legal position being as it is in view of the Supreme Court decision in the case of Food Corporation of India Workers Union (Supra), I have not taken serious note of these objections. All the same wherever possible, witnesses were produced and examined in these proceedings.

15. In the present proceedings the Union filed affidavits of Capt. Darshan Singh, Capt. M. V. Alexander and Capt. E. Samuel by way of examination in chief. Capt. Darshan Singh and Capt. E. Samuel appeared and were cross-examined by Shri Utekar, learned Counsel for the Company. Capt. Pati and Capt. Varma were also produced as witnesses by the Union. They were cross-examined and re-examined. On behalf of the Company a statement was made on 7-1-2000 that the Company would like to examine w/c R. C. Srivastava, Shri Sanjeev Behl, Senior Officers of the Company and representatives of M/s. Sahara Airlines, M/s. Gulf Airlines, M/s. Avia Exports and M/s. Mexico Airlines. However, the Company filed affidavits and examined w/c Srivastava, Shri Sanjeev Behl and Col. Raikant but not the representatives of any of the airlines.

16. Shri Mohan Bir Singh, learned Counsel for the Union took me through the principles of wage fixation from the well known treatise on Law of Industrial Disputes by Shri O. P. Malhotra. Photocopy of pages 422 to 463 of that Book was given. The learned Counsel placed reliance on marked portions at pages 424 to 429 to show that the industrial adjudication had laid down two principle factors, which ought to weigh while fixing or revising a wage structure viz., (i) what wage scales the establishment in question can pay without any undue strain on its financial

resources and (ii) how the wages prevailing in the establishment in question compare with those given to workmen of similar grade and scale by similar establishments in the same industry or in their absence in other similar establishments in other industries in the region. Since there is no dispute about this principle, it is proposed to keep in mind the financial capacity of the employer Company as also what is known as the principle of Region-cum-Industry.

17. The learned Counsel also took me through the marked portion of other pages of the book, namely 430, 436, 439 to 442, 445, 446, 450 to 452 and 459 and 460. Pages 429 to 440 refer to broad principles for determining the financial capacity of the employer. Each decision quoted and relied upon deals with a different situation and eventually the matter, as I understand, is left to the good sense/judgement of the adjudicator which is evident from the Supreme Court decision in Management of Shri Chalthan Vibhag Udyog Sah-kari Mandal Ltd. vs G. S. Barot, Member, Industrial Court, Gujarat (1979) II LLJ 383 at page 389:

"That in determining the financial capacity of an industry all relevant facts will have to be taken into account. For this purpose, the principles followed in arriving at profit and loss account for income-tax and other purposes may not be conclusive. The claim of the employer to a reasonable profit, that of the shareholders for a fair dividend and interest of the consumer and other relevant factors and circumstances will have to be taken into account".

Page 440 and onwards of the Book refer to and explain what is meant by Industry-cum-Region Formula. Here again, the sum and substance of the decisions relied upon seems to me to be what is stated by Jaswant Singh J. of the Supreme Court in Tata Chemicals Ltd. vs. Workmen (1978) Lah. I. C. 637 at Pg. 643/4, viz.,

"It cannot also be lost sight of that with the march of time, the narrow concept of industry-cum-region is fast changing and too much importance cannot be attached to region. The modern trends in industrial law seem to lay greater accent on the similarity of industry rather than on the region. It was observed by this Court in Workmen of New Egerton Woolen Mills vs. New Egerton Woolen Mills (1969) II LLJ 782 (SC) that there are no comparable concerns in the same industry in the region, the tribunal can look to concerns in other industries in the region for comparison but in that case such concerns should be as similar as possible and not disproportionately large or absolutely dis-similar. On the parity of reasoning, it is reasonable to conclude that where there are no comparable concerns engaged in similar industry in the region, it is permissible for the industrial tribunal or court to look to such similar industries or industries as nearly as nearly similar as possible in adjoining or other region in the State having similar economic conditions".

18. The case of the Union is that pay and allowances of all government employees and of public sector undertakings are periodically revised due to factors such as inflation. Justice Mohan Committee's

report published in October, 1998 treats Indian Airlines, Air India and Pawan Hans as comparable concerns as regards certain category of employees. Historically also the pilots of Pawan Hans were given at the time of its inception in or about 1989 the same pay, allowances and other benefits as were paid by the Indian Airlines to its pilots. Discrepancy started later only. Relying on articles published in various international magazines, it is urged that there can if at all, be a marginal difference between the wage structure and other benefits of fixed wing pilots and helicopter pilots. Air Force, it is pointed out, is the main source of recruitment for both fixed Wing Pilots and helicopter pilots. Air Force does not make any distinction in the wage structure of fixed wing pilots and helicopter pilots. Pilots are pilots. All pilots fly the aircrafts in the sky and run more or less the same amount of risk. Wage structure of helicopter pilots, therefore, ought to be in keeping with that of Indian Airlines, Air India and/or other helicopter companies. Particular emphasis was laid on the fact that at one time Pawan Hans had employed Russian Pilots. Reliance in this regard was also placed on the well-known doctrine of equal pay for equal work. There is no discernible reason why the wage structure, service conditions and other benefits of Pawan Hans Indian pilots be not the same as that of Russian pilots. Reference is also made to the affidavits and depositions of two pilots who were interviewed by another helicopter company and offered handsome terms.

19. Fairly admitting that while revising pay, allowance and other benefits the capacity of the Company is an important factor, Shri Mohan Bir Singh relied on the balance sheet of the Company and the consistent net profits of the Company since inception, Shri Singh also admitted that revision of pay allowances and other benefits of the pilots will have some effect on the revision of pay and allowances of other employees of Pawan Hans. It was pointed out that on the Company's own admission its wage bill as on today is only about 14 per cent of the operating profits as against 25 per cent in the industry as a whole. A sum in far excess of the increased burden as a result of revision of pay allowances and other benefits including resultant effect on the wage structure of other employees of the Company is, thus, clearly available with the Company.

20. The learned Counsel for the Company, on the other hand, contended that the demands of the Union are not based on any justification on its own. The only justification given for demands is that the pay, allowances and other benefits of the pilots in Pawan Hans are far below to that of pilots of Indian Airlines, Air India or other helicopter companies. Relying on the Supreme Court decisions in (i) *Williamsons (India) Pvt. vs Its Workmen*, (1962) 1 ILJ 302 (para 6); (ii) *French Motor Car Co. Ltd. vs. Its Workmen* (1962) 2 ILJ 744 (para 2); and (iii) *Workmen of Balmer & Lawrie Co. Ltd. vs Balmer & Lawrie Co. Ltd.* (1964) 1 ILJ 380 at pg. 381, it is argued that neither of these companies are or can be said to be comparable concerns within the parameters laid down by the Supreme Court. Indian Airlines and Air India are too big companies while other helicopter companies are either not merely helicopter companies or are too small companies. Indian Airlines and Air India are fixed wing operators while

the Company is a helicopter operator. The services of Indian Airlines and Air India are available for public at large while the Company's services are available to its customers mainly the ONGC. The operation of these two fixed wing airlines are scheduled while the operation of the Company is non-scheduled and depends upon the requirements of the customers. The operations of the Company are customer oriented while the fixed wing Company's operations are general and exhaustive. While answering to the question No. 6, in his cross-examination before the earlier learned Arbitrators, Cdr. S. Verma in his cross-examination, has stated that he has agreed to the suggestion that Indian Airlines and Air India are not 'comparable concern' to the Company. According to the learned Counsel Pawan Hans is no comparable to any other air company in India. As regards Russian pilots, it is stated that the Russian pilots were not the employees of Pawan Hans. The Company had purchased a particular type of helicopter from Russia. Under the contract with the Russian Company the Russian Company was to and had sent a few pilots for flying those aircrafts and for training Indian pilots to fly those aircrafts. The Company had made payments in this regard to Russian Company. What Russian Company in turn paid to its pilots is anybody's guess. Moreover, the Company had produced some evidence to show the Russian Company had paid its pilots much less. The service conditions of Russian pilots cannot, therefore, be compared with the pilots of the Union. As regards evidence of the pilots in the form of affidavits and cross-examination it is pointed out that the evidence is nothing more than mere statements without any acceptable supporting material, which are on the face of it too good to be acceptable. He also stated that a number of documents produced by the Union ought not to be admitted as evidence as neither it is tested as to where from the Union, got those documents/details and in other cases the authenticity of those documents are not produced to prove the documents.

21. As regards the capacity, Shri Utekar pointed out that in the first instance the financial capacity requires to be judged after taking into account the further burden in respect of other employees in case the demands of the pilots were accepted wholly or partly. It is evident that a good part of the income of the Company comprises of interest as distinct from operating profits. The balance sheet, etc. clearly showed that there were certain liabilities such as interest not provided in the accounts. If that is provided, the Company would have obviously no capacity to share the burden. In sum his submission is that the capacity of the Company requires to be considered in terms of the operating profits as generated through the helicopter operations instead of the net profit after tax of the respective years. The net profit after tax is higher than the operating profits (which are actually declining) as a result of interest income earned on the existing cash reserves of the Company. This position whereby the net profit is higher than the operating profit is an unusual feature of the Company which is generally not prevalent in most of the other companies. It is expected that this interest income will be significantly reduced in the near future due to utilization of available cash reserve for settlement of the significant dues of the Government.

of India as claimed by it in respect of purchase of Westland and Dohpini helicopters. The Company has also to cater for the Ninth Five Year Plan Projection (1997—2002) of Rs. 209.20 Crores which includes Rs. 100.77 crores towards acquisition of 15 helicopters. The operating profit and net profit after tax for the respective years have been arrived at without considering any provision of interest liabilities at 18% per annum as claimed by Ministry of Finance. As per the audited accounts of the Company for the financial year 1997-98 as finalised on 27th March, 2000 the amount due from the Company to the Ministry of Finance works out to principal amount of loan of Rs. 130.91 crores and cumulative interest liability of Rs. 267.94 crores. As per the Audit Report for the financial year 1997-98, if the Company makes the provision of the accrued liability of Rs. 267.94 crores, it would convert the profit before tax of Rs. 75.49 crores into loss of Rs. 192.45 crores and reserves of Rs. 207.30 crores as shown in the balance sheet will be totally written off and sum of Rs. 60.04 crores shall be depicted as accumulated loss.

22. The Auditors have further given their negative opinion stating that in view of non-provision of interest liability of Rs. 267.94 crores, the balance sheet and profit & loss account of the Company for the financial year 1997-98 does not give a true and fair view. Having regard to the aforesaid financial position of the Company, it is not possible to grant any demand of Pawan Hans.

23. I have considered the rival submissions very carefully having regard to the material produced during the present as well as the earlier proceedings. I have considered the entire material produced brought on record formally or informally and have not insisted upon their proof in the strict sense as understood under the Code of Civil Procedure, 1908 or Evidence Act. In this regard I have kept in mind the observations of the Supreme Court in its decision in FCI Workers Union vs FCI (supra). However, I have given the parties opportunities to have their say on such material following the principles of natural justice and have also examined witnesses wherever available.

24. As stated earlier I have framed as many as 27 issues to be decided in this Reference with the consent of the parties. The first issue is: Whether and to what extent the demands by the pilots for their services can be compared or are comparable with the pilots in Indian Airlines, Air India, Russian Pilots working in Pawan Hans or pilots working in any other helicopter companies.

25. The Supreme Court has laid down in its decision in the case of *Williamsons (India) Ltd. vs. Its Workmen* (1962) 1 LLJ 302 as under:

"This Court has repeatedly observed that in considering the question about comparable concerns the tribunals should bear in mind all the relevant facts in relevance to the problem. The extent of business carried by the concern, the capital invested by them, the profit made by them, the nature of business carried on by them, their standing, the strength of their labour force, the extent of

their reserves, the dividends declared by them and the prospects about the future of their business, these and all other relevant facts have to be borne in mind."

In its decision in *Workmen of Balmer & Lawrie Co. Ltd. vs. Balmer & Lawrie Co. Ltd.* (1974) 1 LLJ 300 at page 301, the Supreme Court has made similar observations:

"What is the total capital invested by the concern, what is the extent of its business, what is the order of the profit made by the concern, what are the dividends paid, how many employees are employed by the concern, what is its standing in the industry to which it belongs. This and other matter have to be examined by the industrial adjudication in determining the question as to whether one concern is comparable with another in the matter of fixing wages."

Similar view is expressed by the Supreme Court in *French Motor Car Co. Ltd. vs. Its Workmen* (1963) Supplementary (2) SCR 10, at page 20 emphasising the fact that a small concern cannot be compared with a large concern.

26. The Union has relied on a comparison with the pilots of Indian Airlines and Air India for the wage structure and working hours. It has also relied on comparison with the wage structure prevalent in various other helicopter companies in India. The Union in support of its demand also seeks a comparable wage structure with Russian Pilots deployed by Pawan Hans Helicopter Ltd. itself. The three aviation companies viz., Indian Airlines, Air India and Pawan Hans are all companies in the public sector fully owned by the Government of India under the Ministry of Civil Aviation. There are however significant dissimilarities between the three companies in terms of their standing, strength of the labour force employed by them, their respective customers, profits and losses, extent of business carried on by them, the nature of their operations, etc. Even otherwise the pilots of a helicopter could not be compared with the pilots of a fixed wing aircraft. As a matter of fact, the Union itself concedes in its Written Statement with regard to the working hours and interim relief that internationally there is a difference in rates of pay and wages of a fixed wings pilots and helicopter pilots. To me it appears to be rightly so as the responsibility and the skill involved in flying a passenger jet is vastly different from the responsibility and the skill involved in flying a helicopter. The Union has itself provided evidence that pilots of helicopters usually earn about 80% of their counterparts on fixed wing aircrafts. The Union pointed out that when the Company was started in or around 1986 the scales of pay for pilots in Pawan Hans were fixed to be on par with the pilots of Indian Airlines. According to the Union this parity was maintained for some time but subsequently the disparities to the disadvantage of the pilots of Pawan Hans have crept in. The pilots desire that I undo this disparity. I am unable to accept this argument more particularly as the earnings of an Air India pilot are itself shown to be significantly different from that of an Indian Airlines pilot. The Union has also sought a comparison with the helicopter pilots of other helicopter companies and

has stated that the average wages of a helicopter pilot in other helicopter companies are Rs. 1.5 lakhs per month. The wages of a co-pilot in that company are in excess of Rs. 80,000 per month. The wages of helicopter pilots in Essai are far in excess of the wages of Pawan Hans pilots though the pilots in Essai flies for nearly 1,500 to 1,700 hrs. per month by the Pawan Hans pilots and also over much safer and less taxing terrain. The Union also produced salary slip and appointment letters of some of the pilots from these companies. The Company besides contending that these concerns are not comparable to Pawan Hans has also seriously disputed these figures.

27. The Company had also produced photocopies of the letters from Air Export, India, Sahara India Airways, Indo Airlines Ltd. and Deccan Aviation. All these material produced by the Union is not formally proved yet I decided to consider the entire material keeping that aspect of the matter in mind. The materials so produced by the Union and the Company as regards service conditions of the pilots in other helicopter companies is, to say the least, vague and even contradictory and cannot therefore be relied upon. It is beyond one's comprehension that a pilot would not accept such a lucrative offer from Deccan Aviation if it was really made merely because the dispute herein was pending before the Arbitrator. If there had really been a vacancy, Deccan Aviation would have put in an advertisement but the evidence clearly suggest that the meeting of the pilots with the Chairman of Deccan Aviation, Mr. Gopinathan was informal. Besides the nature and extent of business of all these helicopter companies is not available so as to come to a conclusion as to whether those helicopter companies were really comparable concerns.

28. The conclusion is thus inevitable that none of the airlines, Indian Airlines, Air India and/or other helicopter companies are really comparable or can be treated as exactly comparable concerns within the parameter of the Supreme Court decisions. However, this does not mean that any salary, allowance or other benefits can be paid to the pilots of Pawan Hans. In this context it may be desirable to refer to another Supreme Court decision in the case of Kamani Metals & Alloys Ltd. vs. Their Workmen (1967) 11 LLJ 55, where Justice Hidayatullah, as he then was, observed at page 59 that in attempting to compare one unit with another care must be taken that units differentially placed or circumstanced are not considered as guides without making adequate allowance for the difference. Glossing on the observations of Gajendra-gadkar J., in Novex Dry Cleaner's case the learned Judge further observed:

"The observations no doubt lay down the principal guidelines but they are not intended to operate with the rigidity of a statutory enactment. The Court has indicated what lines of enquiry are likely to lead to the discovery of correct data for the fixation of fair wages. . . . but fruitless enquiries into matters of no particular importance to a case are hardly to be insisted upon because rather than proof of assistance, they might well frustrate the very object in view. Each

case requires to be considered on its own facts."

Therefore, I for one would consider that though none of the airlines or helicopter companies is really comparable with the Company herein, the pilots herein are certainly pilots and mostly they are from Air Force, whether they are the pilots of Indian Airlines or of any other company they fly the aircrafts and run more or less the same risk. It may be that flying helicopter and flying other aircrafts requires different kind of training and expertise. For that difference some allowance/adjustment can be made.

29. The fact that Justice Mohan Committee treated Indian Airlines, Air-India and Pawan Hans as comparable concerns as regards certain category of employees does not advance the case of the Union further. The Supreme Court, it may be stated, has itself held in French Motor Car Co. (supra) that so far as clerical and subordinate staff are concerned, it may be possible to take into account even those concerns which are engaged in different lines of business, for the work of such a staff is more or less the same in all kind of concerns which may not be true in case of pilots.

30. As I understand no two concerns are or can really be comparable. There are bound to be some factors different from each other. Some factors may be of significance whilst others may not be so significant. At the same time I do not find much force in the submissions made on behalf of the Company that the Union has not given any justification for its demands of no comparison and since the claim for comparison fails there ought not to be any question of accepting the Union demand wholly or partially. Further, these submissions amount to saying that better service condition in other airlines by itself is no justification for demands. This is besides the undisputed fact that every 10 years the Central Government appoints a Pay Commission to revise the pay and service condition of its officers. Justice Mohan Committee was appointed to revise the pay structure of the officers of public sector undertakings. Thus, the revision of wage structure from time to time is an unavoidable necessity due to factors such as inflation. It is for these reasons that I have considered Indian Airlines to be the nearest comparable concern to Pawan Hans subject to due allowance/adjustments for the factors such as (i) the Company owns and flies rotor wing aircrafts as distinct from fixed wings aircrafts like Indian Airlines; (ii) Pawan Hans runs non-scheduled flights depending upon the requirement of its main customer Oil & Natural Gas Commission as distinct from scheduled flights run by Indian Airlines; (iii) the nature, volume and constituents of Indian Airlines is very much different from that of Pawan Hans; (iv) there is then admittedly a significant difference in the wage structure of pilots working in Air-India and Indian Airlines. Living conditions as also the paying capacity in India is also significantly different from other countries. Thus, other airlines like Gulf Airways referred to and relied upon by the Union are out of consideration for this purpose. Besides some of the other companies referred to and relied upon for the purposes of comparison are not merely helicopter companies and some of

them have just started and are struggling to establish and in any even their field of operations is different from that of Pawan Hans, in its decision in *Workmen of New Egerton Woollen Mills vs. New Egerton Woollen Mills & Others* (1909) 2 LLJ 182, the Supreme Court has held as under :

“Obviously there can be no comparison between a small struggling unit and a large flourishing concern of long standing. Where there are no such comparable concern in the said industry in the region, the tribunal can look into concerns in other industries in the region for comparison but in that case such concerns should be as same as possible and not disproportionately large or absolutely dissimilar.”

The deployment of Russian Pilots and the employment of the pilot in the Company is not at all comparable to each other. The Russian Pilots were deployed as a sequence to the purchase agreement of Mi-17 helicopter from the Russian Company. The Russian pilots were the employees of the Russian Company whereas the pilot herein are employed by Pawan Hans. As regards Russian Pilots the Company did not pay any remuneration as such. The remuneration was paid by the Russian Company for its rendering the services of the Russian Pilots to the Company under the contract. Besides the Company had produced a letter dated 21-4-1999 from the Russian Company in the earlier proceedings which indicated that the Russian Pilots were paid much less. As regards the principle of “equal pay for equal work” it comes into play only in a common, similar and identical situation and no comparison can be permitted to be made under law if there are basic difference between the two sets of employees. It would, therefore, be incorrect to compare the Russian pilots who were employees of the Russian Company and not that of Pawan Hans. Accordingly my decision on the first issue is that it is only to some extent that the services of the pilot in Pawan Hans can be treated as comparable with the pilots in Indian Airlines.

31. Issue No. 2.—Whether and to what extent Pawan Hans has the capacity to pay the resultant amounts if the demands of the pilots are accepted partly or fully having regard to all relevant circumstances ?

For this purpose it would be necessary to take into account the financial burden on the Company which is bound to fall on the Company not only as a result of my accepting the demands of the Unions even partly but also the fact that the other workers/Officers of the Company would also make demands once the award is given herein. In the course of the arguments though Mr. Utekar had urged that the burden on the Company would be almost double, if not, exactly double due to this award, Mr. Singh for the Union has admitted that the resultant burden was not likely to exceed half of the burden as a result of this award. It cannot, however be disputed that the capacity to pay is one of the main factors which has to be kept in mind by the adjudicator whilst accepting any wage structure. There are a catena of Supreme Court decisions and both sides have been fair in this regard. The dispute on the issue has been limited. While the Union is placing reliance on profits of the Company as per its books, the Company's case is that it has

not provided for many liabilities about which there are adverse notes by the auditors and if those liabilities are taken into account, the Company would be found not to have the capacity to bear any additional burden. Emphasis in particular has been made on the fact that for this purpose the operating profits and not the net profits of the Company which include substantial profits by way of interest, require to be considered. There is undoubtedly some substance in the arguments advanced on behalf of the Company. The Supreme Court has held in *SFAL Workers vs. State Industrial Court* 1978 SC 469 at 471 as under. :

“In order to determine the fair wage including the scale of pay the price rise, the dearness allowance etc., the financial capacity of the concern has to be determined. A close scrutiny of the concern's working has to be made. The profit and loss account, the prospects of the company improving itself in future and all other relevant matter will have to be taken into account. The expenses properly incurred for working the industry such as buying of the raw materials, expenses incurred in running the factory office and other transport expenses, the expenses incurred in marketing and other such allowable expenditure has to be deducted. We are unable to accept the contention of the counsel for the respondents that the gross profits alone has to be taken into account. Equally we are unable to accept the pleas on behalf of the appellants that net profit alone should be the basis of determining the financial capacity.”

32. At the same time the fact that despite adverse audit notes the Company is continuing to show its profits on this very basis from year to year cannot be easily ignored. It means that the Company does have a feeling that those liabilities are not likely to be fastened on it. As regards the money required for the purchase of aircrafts, it only means that the Company will not have the liquidity. But purchasing capital assets such as new aircrafts certainly does not reduce the profits. In any event, my decision to pay the pilots allowances and other benefits is not going to burden the Company with Rs. 14 Crores as will be the case if the award given by the learned Arbitrator Mr. Jagtiani was accepted. Accordingly, I am of the view that the Company has the capacity to bear the burden as a result of my award even after taking into account all other relevant circumstances.

33. Issue No. 3.—Whether the validity of the award between the Guild and the management ought to be 5 years or restricted to the provisions laid down in Section 19 of the Industrial Disputes Act ?

Mr. Utekar has forcefully argued that it is open to me as an Umpire to make my Award binding on the parties for 5 years instead of 3 years. His submission in this regard is that the main purpose of Settlement whether mutual or through arbitration is to ensure industrial peace and that if the disputes are revived every 3 years this purpose is not served. In support he has referred to Justice Mohan Committee's report in which there is a recommendation that such a report should be binding for a period of 10 years. As against this the case of the Union is that Section

19 of the Industrial Disputes Act, 1947 provides for a time limit for any settlement which is three years. So far as my award in this case is concerned, he states that it is bound to be effective for almost years if not exactly 5 years as sub-sec. (2) of Section 19 itself provides that an award shall remain in operation for a period of one year from the date on which the award becomes enforceable under Sec. 17A. This award is to be effective from 1-1-1997 and that assuming the award is made enforceable from 1-10-2000 it will remain in operation till 30th September, 2001. This will cover a period of 4 years 10 months. Besides the period of operation of the award is governed by Section 19 of the Act. In the absence of any compelling reason I would not, having regard to the facts of the case, even venture to accept this suggestion that the period of operation of this ought to be 5 years. In my view, it would be reasonable to hold that this award will be effective from 1-1-1997 upto the date provided under Section 19 of the Act.

34. Issue No. 4 : Whether the management can or ought to make deductions out of the arrears payable to non-members as desired by PHPG without obtaining an authorisation or consent letters for such deductions individually?

Besides the dispute between the parties whether the pilots appointed on contract are members or non-members, there is another issue being Issue No. 24, viz.

Issue No. 24 : Whether and to what extent the contractual pilots ought to be entitled to the benefits arising out of the present award?

These two issues are inter-linked and I propose to dispose of Issue No. 4 along with Issue No. 24 together. Mr. Singh for the Union has placed reliance on the head notes of Supreme Court's decision in BHEL Workers Union (supra), viz.,

"Thousand of workers are working in the factory of a Bharat Heavy Electricals Ltd., Hardwar and they are treated as contract labour. They do the same work as workers are directly engaged by BHEL. But they have not paid the same salary as they do to directly engaged labour in that the condition of service of the contract labour is totally different from the condition of service of labour directly engaged by BHEL. Writ petitions were filed claiming equal pay as that of the workmen of BHEL.

Dismissing the writ petition held contract labour is entitled to the same wages, holidays, hours of work and condition of service as are applicable to workmen directly employed by the principal employer of the establishment is the same or similar kind of work. Such contract labour is entitled to recover their wages and the condition of service in the same manner as workmen employed by the principal employer under the appropriate industrial and labour laws."

35. Mr. Utkar on the other hand has argued that the contract labour cannot be equated to the pilots working with the Company under contract. The contract labours are governed by a separate statute viz.,

Contract Labour Act, 1970. It is stated that the contract pilots are and ought to be governed by the contracts they have entered into with the Company. The contract pilots have always been treated by the Company differently and such a treatment, it is stated, has been accepted in the past. Further Mr. Utkar submitted that even the interim award passed by the learned Arbitrators in this case was not made applicable to the contract pilots without any protest.

36. I have considered the submission made on behalf of the parties and I am satisfied that the Supreme Court's decision in BHEL Workers Union (supra) pertains to contract labours as distinct from labour working directly as employees of BHEL. Such contract labours are governed by the Contract Labour Act, 1970 whereas the pilots working with the Company under a contract are governed by the terms and conditions of the contract they have entered into. I have not seen shown any provision under which the Company even when it is commercially expedient cannot employ pilots on contract. Naturally the terms and conditions of the contract pilots can be better or worse depending upon the then commercial exigency or demand and supply. I am sure that if the terms and conditions of the contract pilots are better, they will certainly not agree to abide by the terms of Settlement with the Union representing regular pilots. Accordingly Issue No. 24 is decided against the Union.

37. As a natural corollary Issue No. 4 will also have to be decided against the pilots as the contract pilots are not getting any benefit under this award. In case however the Union still feels and is content that the contract pilots are and continue to be their members, it is only reasonable for them to obtain authorisation or consent letters from them for deduction out of their emoluments for and on behalf of the Union. It may be stated that Mr. Singh for the Union had relied on another Supreme Court decision reported in (1985) LNIC 242 to show that in case an award covers non-members then non-members taking advantage of the award cannot shirk liability embodied in the advantage. Since I have held that the benefit under the award will not be available to the contract pilots this decision has no application.

38. Issue No. 5 : Whether and to what extent the demand of the Pilots Guild for minimum rest of 12 consecutive hours with 6 hours mandatory rest between 2300 hrs. to 0500 hrs. is justified?

Issue No. 6 : Whether and to what extent the Pilots Guild is justified in its demand of 2 days off in a week?

Issue No. 7 : Whether and to what extent the demands of the Pilots Guild under the head (i) MFTL namely (a) Daily max. FDTL per day 8 hrs; (b) extendable FDTL per day 10 hrs. in case of emergency; (c) FDTL per week 40 hrs; (d) FDTL per month 167 hrs; (e) FDTL per year 800 hrs; (f) national gazetted holidays in a year to be treated as off days and under the head (ii) MFTL namely (a) per day 6 hrs; (b) per week 20 hrs; (c) per month 60 hrs; (d) max no. of 30 landing per day. Note : The demand under (d) head MFTL originally was for maximum no. of 25 landings a day. In view of the partial rejection of this demand by Sh. Jagtiani, the learned

Arbitrator, the Pilots Guild has now decided to resist their demand to maximum no. of 50 landings per day.

Issue Nos. 5, 6 and 7 being interlinked are considered together. These issues pertain to flight duty time limitation, working hours, rest intervals, holidays and other related matters. The Union has sought for modification as regards all these items. The only basis on which the claim is made is the comparison between Indian Airlines and Air-India. I have already held in the earlier paragraphs that Pawan Hans is only comparable with Indian Airlines and that too to some extent. Pawan Hans pilots in working hours are guided by the provisions of AIC 17/19 as approved by DGCA which is the statutory authority under the Aircraft Act. The hours of intervals and other incidental matters are also governed by the Operational Manual prepared by the Company duly approved by DGCA which is the Competent Authority in this regard. It is true that DGCA fixes the outer limits and it is within the discretion of the Company to have its own time schedule which may be less rigorous than what has been fixed by DGCA. It is however equally true that within the DGCA limits it is the pre-rogative of the Company to manage its own affairs having regard to the requirement of work and needs of the customers from time to time. Moreover, because of the other inbuilt restrictions about flying duty, rests, etc. the pilots can never be put to work for more than over all restrictions demanded by the Union. For example after every three days flying the pilots have to be given one day off. After six weeks continuous duty they are to be given three weeks off etc. The outer limit for the number of landings fixed by DGCA is 60. However, the number of landings was reduced to 35 only expecting extreme emergency and other demands were also agreed upon in the last Settlement with a view to maintain peaceful industrial relation with the pilots. However, if at the periodical intervals at the signing of every Settlement these types of demands for reduction of working hours, landings, etc. are raised and considered, a day may dawn in the process that there would be no or very little work and yet the Company would be required to pay higher wages. As an Adjudicator I cannot certainly encourage the tendency of working less and less and asking for more and more. The only other argument advanced was that the pilots have experienced a lot of fatigue in doing their duties as per the last Settlement. However, in the absence of material to satisfy me about his claim, I do not consider it desirable to interfere. All the same I would like the Company to so arrange the working schedule for the pilots so that as far as possible, they get 2 days off in a week at least in alternative weeks, they are able to enjoy at least 50 per cent of the national holidays by rotation and unless it cannot be foreseen, they are not made to have 10 hours as their normal duty hours as a matter of routine.

39. In any event according to me DGCA is a proper authority and if the Union has any grievance in regard to the outer limits fixed by DGCA it will be only appropriate that the Union approaches DGCA to revise its limits but so long as a statutory authority like DGCA limits are not violated and due to inbuilt restrictions on the working of the pilots, the pilots

cannot be put to work more than what they can do, the present system has to continue.

40. Issue No. 10 : Whether and to what extent the salary grade demanded by the pilots Guild for (a) co-pilots at Rs. 20000-500-25000; (b) Captains at Rs. 25000-750-31000. (c) Commanders at Rs. 30000-1000-40000; and (d) Sr. Commanders at Rs. 35000-1500-50000 is justified?

Issue No. 11 : Whether and to what extent the demand of Pilots Guild's in respect of Productivity Linked Allowance (i) for co-pilots Rs. 10,000 for the first year with increase of Rs. 500 for every further year of service and (ii) for PICs for the first year Rs. 20,000 with the increase of Rs. 500 for every further year of service is justified?

Issue No. 12 : Whether and to what extent the demand of the Pilots Guild in respect of payment of Flying Allowance for availability of more than 15 days in a month (i) for Co-pilots Rs. 65,000 p.m. + Rs. 5,000 p.m. for every completed year of service and (ii) for PICs Rs. 80,000 + increase of Rs. 5,000 for every completed year of service is justified?

For the sake of convenience it is considered desirable to dispose of Issue Nos. 10, 11 and 12 before Issue Nos. 8 and 9 are disposed of. I have already stated in the earlier paragraphs that I consider Indian Airlines to be the nearest comparable concern to Pawan Hans subject to adjustment and allowances for different factors. Another argument advanced by the Union in support of its demands for fixation of higher wages was that Russian pilots who were working with Pawan Hans were getting higher emoluments than the Indian pilots working with Pawan Hans and there was no justification for this. This was argued on the basis of the principle "Equal Pay for Equal work" which is now almost recognized as one of the fundamental rights. Reliance in this regard was placed on the Supreme Court's decisions in (1) *State of UP & Others vs. I. P. Chorasias & Others* (1988) 2 CLR 597. (2) *Harbanslal & Others vs. State of HP & Others* (1989) 50 SC 375. (3) *PHFI Workers Association vs. Union of India & Others* (1985) 1 III 428. Mr. Iltis on the other hand stated that the principle of "Equal Pay for Equal Work" is applicable only when the employees are working with the same employer.

41. I have gone through the decisions carefully. In my opinion, the Supreme Court decision in the case of *Harbanslal & Others* (supra) is quite apt in this regard. Their Lordships have observed at page 378 as under :

"The discrimination complained of must be within the same establishment owned by the same management. A comparison cannot be made with counter-parts in other establishments with different management or even in establishments in different geographical location though owned by the same Master. Unless it is shown that there is a discrimination amongst the same set of employees by the same Masters in the same establishment the principle of Equal Pay for Equal Work cannot be enforced."

Evidence clearly shows that Russian pilots were not the employees of Pawan Hans. They were employees of the Russian Company from whom Pawan Hans had purchased certain aircrafts. The Russian pilots were sent by the Russian Company on deputation under a contract with Pawan Hans for flying those aircrafts and training the Indian pilots to fly those aircrafts. Accordingly, the principle of Equal Pay for Equal Work vis-a-vis Russian pilots cannot be upheld.

42. For the purpose of revising wage structure of pilots in Pawan Hans, the nearest comparable concern is Indian Airlines subject to allowances/adjustments on account of factors materially different in the two concerns, it is pertinent to mention that Cpt. Verma, President of the Union, has himself accepted in the course of his examination that Indian Airlines and Air-India are not really comparable concerns. Cpt. Pati, Secretary of the Union, in his affidavit dated 15th October, 1998 has himself stated that the helicopter pilots were being offered wages of Rs. 1.25 lakhs per month by Sahara Airlines and Rs. 1.20 lakhs per month by Azal India Airways and that one Cpt. Bhattacharya had left Pawan Hans to join Azal Indian Airways at a salary of Rs. 1.20 lakhs. There is evidence on record that there is always a difference between the salary of rotor wing pilots and fixed wings pilots and that within the fixed wings pilots also there is a mark distinction between the wage structure of pilots in Indian Airlines and Air-India. I have considered all the factors and am of the view that it would meet the ends of justice if the wage structure of the pilots of Pawan Hans is fixed at about 2/3rd of the wage structure of the pilots in Indian Airlines excluding other benefits claimed on the basis of comparison which will be dealt with independently on their own merit.

43. As per the material on record a Commander in Indian Airlines gets about a total emoluments of Rs. 1.63.365 per month as per the Settlement dated 26-1-1996 which is effective from 1-1-1996. While fixing the wage structure of the pilots in Pawan Hans I have kept in mind all the factors stated above.

I award the basic salary of Sr. Commander to be Rs. 20500-500-26500 as recommended by Justice Mohan Committee for Grade EB Officers of the Company. The basic salary of Commander to be Rs. 18500-450-23900 as recommended by Justice Mohan Committee for Grade EB Officers of the Company. The basic salary of Captain to be Rs. 17500-400-22300 as recommended by Justice Mohan Committee for Grade E6 Officers of the Company and the basic salary of Co-pilot to be Rs. 16000-400-20800 as recommended by Justice Mohan Committee for Grade E5 Officers of the Company. I understand that the Company has not yet implemented Justice Mohan Committee Report. In case while implementing the said report, the Company make some change in the pay scale either way, the pilots herein will be eligible for such scale only. This disposes of issue No. 10 DA and CCA and HRA will be on the same basis and scale as the Officer of those Grades in the Company would be entitled to.

44. As regards Issue Nos. 11 and 12 I do not see any scope for distinction between Productivity Linked Allowance and Flying allowance. As a matter of

fact, this is a new demand the Union has raised this time. So far only flying allowance is being paid. As the name suggests flying allowance itself is a productivity linked allowance. I am of the view that if flying allowance is properly fixed, there is no scope for further Productivity Linked Allowance. Accordingly covering both the issues 11 and 12 I award the following flying allowances on hourly flying allowance upto 50 hours of flying, viz., for Sr. Commander @ Rs. 1,000 per hour, for Commander @ Rs. 900 per hour, for Captain @ Rs. 800 per hour and for Co-pilot @ Rs. 700 per hour.

45. I am told that so far as co-pilots/First Officers, Captains and Commanders are concerned, they get automatic promotion within a period of three years or so. However, once a pilot becomes Sr. Commander he is stuck. It will be unfair if a Sr. Commander of 10 years standing gets the same flying allowance as a Sr. Commander of one day or one year. I consider it reasonable to award an increase of Rs. 1,000 per month per one year's service as Sr. Commander over and above usual flying allowance.

On seeking further clarification I was told that Productivity Linked Allowance is in the nature of bonus which the Company gives to all its employees in case there is profit and every employee is found to have contributed towards the generation of profit. If that is so, I do not think that am I required to deal with this issue separately. I am sure that the Company will treat the pilots also like its other employees and if Productivity Linked Allowance by whatever name called is given to other employees, it will be given to the pilots also.

46. Another aspect of Issue No. 12 is whether and to what extent the demands of the pilots in respect of full flying allowance irrespective of the actual flying if the pilots are available for more than 15 days in a month is justified. According to me there is a fallacy in this demand. It indirectly provides that a pilot can be on leave for 15 days in a month or say on duty for 15 days in a month and yet claim full flying allowance. This demand cannot certainly be accepted. On the other hand if a pilot is available throughout the month and if he for no fault of his not given or for some reason could not be given full flying duty, he may have some justification for claiming full flying allowance provided there was enough flying duty available. Accordingly I would award that if a pilot is available for flying duty throughout the month irrespective of the fact whether he is given full flying duty or not, he may be given the minimum flying allowance based on 40 hours flying duty. However, I expect the management to rotate the pilots in such a way that every pilot gets full and equal work and no one gets less flying for no fault of his.

47. I am told that there are some places, say like Chandigarh where there is not much flying work and pilots at such places are not prepared to do flying duty at other places and are posted at such places on their own choice and at request. Such pilots are paid for 25 hours flying duty. This practice appears to me to be reasonable and may continue.

48. Issue No. 13: Whether and to what extent excess flying allowance held as allowance @ Rs. 8000

per hour after 50 hours of flight time by Mr. Jagtiani, the learned Arbitrator is justified?

No doubt DGCA has fixed a 90 hours as the maximum flying duty for the helicopter pilots. According to the present practice the maximum flying hours per pilots per month are fixed at 60 hours a month. It is more or less an accepted position worldwide that helicopter pilots should fly for not more than 50 hours in the normal course. The demand of the Union for extra flying allowance beyond 50 hours flying time is, therefore, reasonable. The ordinary rule is that extra work/overtime is paid at double the normal rate. Accordingly, I would award for flying beyond 50 hours a rate of Rs. 2,000 per hour in the case of Sr. Commander, Rs. 1800 in the case of Commander, Rs. 1600 in the case of Captain and Rs. 1400 in the case of Co-pilots.

49. Issue No. 8 : Whether and to what extent it is the responsibility of the management :

- (i) to ensure that the necessary checks and formalities for instruments validation of license of pilots are carried out well in time ; and
- (ii) to ensure that all necessary training/checks/formalities are completed well in advance.

Issue No. 9 : Whether and to what extent the management :

- (i) ought to compensate the pilots in respect of all the monetary benefits that would have been available to them but for the failure of the management to carry out all necessary checks in time ?
- (ii) need to compensate the pilots for delay in their promotions due to management's failure to conduct proper flying checks etc. in time ?

As these two issues are interlinked it has been decided to deal with them together. These issues are framed on the assumption that the Company may not carry out checks, formalities for instruments validation of license of pilots, etc. in time which in turn may result/affect the promotion of the pilots, resulting in loss of monetary benefits. It cannot be disputed that for carrying out of these checks, training and formalities, etc. both the management and the pilots have to cooperate. The Company as of necessity has to co-ordinate with a number of persons/authorities to arrange for these checks, training and other formalities. Therefore, strictly speaking it is the joint responsibility of the pilots and the management. No instances have been brought to my notice where the Company has willingly defaulted, in other words, acted mala fide. On the other hand assurance has been given on behalf of the Company that it neither does and will never fail to discharge its part of the responsibility. In view thereof this two issues are treated as of academic interest. In case there is some specific complaint, it can surely be taken up with the Company in the normal course and the Company has assured me that it will consider such complaints, if any, sympathetically.

50. Issue No. 14 : Whether and to what extent and if so in what circumstances the Sr. pilots need be compensated by the management if Jr. pilots are given

more flying and they earn more than the Sr. pilots when both Sr. and Jr. pilots are available for duty ?

This issue also, according to me, stands on the same footing as Issue Nos. 8 and 9. It was stated on behalf of the Company that the flight schedule itself is prepared 15 days in advance in consultation with the pilots representatives. There should, thus, be no occasion for this kind of grievance. In any event to give extra work to one or the other pilot is the management's prerogative. Unless the management/Company has acted or acts mala fide it is not proper for the arbitrator to interfere.

51. Issue No. 15 : Whether and to what extent landing allowance after 5 landings in a day be increased from Rs. 21 per landing to Rs. 75 per landing ?

This issue in a way is connected with demand under (d) MFTL a part of Issue No. 7. Subject to my decision as regards the number of landings I find that as per IFALPA recommendations the number of landings per day in case of off-shore pilots should not exceed 20. This recommendation has not been accepted by many countries as yet. In any event, DGCA, which is a statutory authority for Pawan Hans, has fixed the outer limit of landings per day in case of off-shore pilots at 60. Under the last Settlement between the Company and the Union it was agreed that 35 landings per day would be in order. I do not see any reason for reducing the number of landings per day from 35 to 25 as demanded by pilots or to even 30 landings as awarded by the learned Arbitrator Mr. Jagtiani. Except for making a grievance that the landings result in fatigue and landings more than 25 per day are very strenuous, no acceptable evidence/material has been produced before me in support of this claim. In fact as stated earlier I was also taken to Bombay High in the company of General Natarajan, CMD of the Company and Cpt. Verma, President of the Union. I had, if I am mistaken not, an experience of 6 to 7 landings. The landings are necessary as workers working on one floating rig are taken from that rig to another rig. This is a job necessity and I see no good reason to reduce the number of landings from 35 agreed upon by the Union in the last Settlement. All the same I consider Rs. 21 per landing beyond 5 landings as too small an amount for the skill and concentration involved in landings. Though the recommendations of IFALPA has not been accepted by many countries as yet and although in view of DGCA's own prescription of limits I have not given any importance to that recommendations, I think for the purpose of payment, it would be reasonable to hold that landings beyond 5 upto 20 may be paid at Rs. 25 per landing and landings beyond 20 may be paid at Rs. 50 per landing. I award accordingly.

52. Issue No. 16 : Whether and to what extent the demand of the Pilot Guild for treatment of Simulator Flying Time at actual flying time for allowance of 60% of the hourly flying rate for every hour or part of the hour is justified ?

Issue No. 17 : Whether and to what extent the demand of Pilot Guild that flying on training as PIC should be treated as available for fixed minimum flying allowance is justified ?

Issue No. 16 and Issue No. 17 are similar. I was shown the simulator. I was told that simulator flying

and the flying on training is one and the same as the pilots are considered on duty while on simulator flying or for flying on training. The question is only whether such training ought to be treated as flying time for the purposes of flying allowance. In my view, both simulator flying and the flying on training is for the benefit of the Company as also of the pilots concerned. It would be fair to consider 50% of the time on simulator flying and flying on training as available for fixed minimum flying allowance.

53. Issue No. 18 : Whether and to what extent across the board straightaway 150% increase in all the existing allowances namely (a) Flying allowance, (b) KMA, (c) IR, (d) Off-shore allowance, (e) Petrol, (f) Telephone, (g) Medical, (h) Company lease accommodation, (i) Command Pay, (j) Car maintenance is justified?

(a) The flying allowance hereinabove actually means flying pay which is given to the pilots other than those who are grounded. To my mind it is in the nature of a salary. When I have awarded revision of salary I consider it only fair to revise the flying allowance also as against Rs. 2,500 or nearabout now paid to the pilots, first officers, Commander and/or Sr. Commander I consider it fair that the fixed flying allowance is paid at a uniform rate of Rs. 5,000 per month to all the four categories of pilots.

(b) KMA refers to Kit Maintenance allowance. This is paid at Rs. 1,000 per month to the Sr. Commander and something less to other categories of pilots. A higher demand has been made for the sake of it and no justification is given in support thereof. Accordingly I would consider the Kit Maintenance allowance as presently paid to be fair and reasonable.

(c) IR. This refers to instrument rating. This is given to certain category of pilots and I am satisfied that this requires no interference.

(d) Off-shore allowance : Surely off-shore flying is difficult and more complicated than the flying helicopters otherwise. In the off-shore flying the landings have to be on a floating rig. It is then more or less in the nature of fixed allowance which one can say a part of pay. Having regard to the fact that I have revised the pay of the pilots substantially, I award the off-shore allowance also at Rs. 1,000/- uniformly as against Rs. 500/- given presently.

(e) Petrol : The Company at present gives the pilots Rs. 3,000/- per month taking it to be the cost of 100 liters of petrol. I have not been able to follow how is the demand for more petrol now justified. I can understand if the price of petrol goes up, the amount of Rs. 3,000/- is increased proportionately but demanding petrol at more than 100 liters is certainly not justified. Accordingly, I do not interfere with this issue subject only to the recommendation that in case the petrol price increases, the allowance of Rs. 3,000/- be increased correspondingly.

(f) Telephone : At present the Company pays a sum of Rs. 425/- per month towards telephone expenses to Sr. Commander. I have held elsewhere that the four categories of pilots will fall in the category of the officers of Grade E5 to E8 respectively. I understand that in this category of officers the practice is to allow local calls charges and telephone rent in full and STD or ISD calls only for official purposes.

I see no reason why this practice should not be followed in the case of pilots as well.

(g) Medical : According to the present practice the pilots are given one month's salary as medical allowance which as on this day comes to Rs. 1,084/- per month in the case of Sr. Commander. The Company has no system of CGHS as in the case of the Central Government employees. The doctors fees and the costs of medicines have gone up considerably. All the same due to the revision of pay structure, one month's pay taken along with the fixed flying pay would also increase substantially. Accordingly, I do not think there is any justification for awarding more than one month's salary including fixed flying pay to the pilots towards the medical expenses.

(h) Company Lease accommodation : I am told that the Company has evolved a system as regards Company lease accommodation keeping in view Justice Mohan Committee Report. In fact a uniform system of reimbursement/payment is followed in the case of the Company's other officers. I think that system by and large is fair to the pilots. Some percentage of basic pay is allowed by way of maintenance lease accommodation. That practice will naturally continue. Accordingly, I have nothing to do in this regard.

(i) Command Pay . I have while fixing flying allowance taken all aspects including command pay in account. For the Sr. Commander who were earlier stuck up I have awarded Rs. 1,000/- per month additional for each year's service put in as Sr. Commander. I think this will take care of the command pay.

(j) Car Maintenance Allowance : This is paid at Rs. 425/- per month. The cars are owned by the pilots. By and large the cars are, I am told, not changed for 5 or even more years. Having regard to this fact the car maintenance allowance at the rate of Rs. 425/- per month appear to me to be too meager. After all cars require service, change of mobil oil, regular runing, wear and tear every now and then. Every thing has become costly. Accordingly, I award a sum of Rs. 10,000/- per year towards car maintenance allowance for all the four categories of pilots.

54. Issue No. 19 : Whether and to what extent the furniture and furnishing allowance awarded by Sh. Jagtiani, the learned Arbitrator for Sr. Commanders and Commanders @ Rs. 1 lakh per year and for the First Officers @ Rs. 40,000/- per year is justified ?

There is no such system prevailing in the Company so far. The justification given in support of the demand is that similar allowances are given in the other public sector undertakings more particularly in the aviation world. I have categorised the four categories of pilots herein in E5 to E8 categories of the officers of the Company. In my opinion, in the absence of sufficient material in justification of the demand the same system as the Company follows in the case of these categories of officers should be followed. Needless to mention that furnishing allowance awarded at a particular amount every year is beyond my comprehension. Even in a case where furnishing allowance is given a reasonable sum is given initially and only a small amount is given by way of maintenance from year to year. Accordingly subject to what I have stated above, I reject this demand.

55. Issue No. 20 : Whether and to what extent the demand of pilots guild for savings in case of shortage of pilots need be computed on the basis for formula given in the COD and distributed amongst the pilots ?

I tried my best to understand from Mr. Singh as to how were the existing pilots affected due to shortage of pilots if at all. I put it to them that it was not as if they were getting fixed flying allowance and had to undertake additional work for no compensation. As I understand they are more than compensated for additional flying, if any. The argument appears to me that though the pilots as such have not suffered financially, the Company has saved, as mere flying allowance paid or payable to the pilots would be much less than what the Company would have to pay if it employs more pilots. Firstly it is not established to my satisfaction that there is or was a permanent shortage of pilots. Secondly the pilots herein have admittedly not suffered financially due to alleged shortage of pilots. Thirdly it is difficult to work out the savings in the hands of the Company, if any, on this account and lastly I do not agree with the proposition that the pilots should have a share in the savings by the Company if at all. This demand is accordingly rejected.

56. Issue No. 21 : Whether pilots are entitled to prior notice of 15 days for flying schedule ?

I am told that the Company does give a prior notice of 15 days for flying schedule to the pilots and the pilots representatives are involved in this exercise. In view of this, though it is not really necessary, I direct the Company to strictly adhere to the assurance given to me that a prior notice of 15 days of flying schedule is given to the pilots.

57. Issue No. 22 : Whether allowances such as STA, petrol allowance ought to be directly credited to the salary slips or whether the present system under which the pilots have to claim such allowance separately is proper and justified ?

While I see nothing wrong in the present system under which the pilots have to claim STA and petrol allowance separately, I also see nothing wrong in the Company paying these allowance by directly crediting the same to salary slip as these allowances are fixed allowances and not variable allowances. In my view both sides have made it a prestige issue for no rhyme or reason. Since however, the Union is very fussy about it, I recommend that the Company may credit these allowances to the salary slips without the necessity of pilots having to claim it separately.

58. Issue No. 23 : Whether and to what extent the demand of Pilots guild for uniform, clothing to be provided to each pilot as per para 47 and 48 of COD is justified or whether the existing fixed allowance of Rs. 5,100/- once in 3 years or something is justified ?

There is no dispute that all categories of pilots are supposed to put on the uniform prescribed by the Company, meaning thereby trousers, shirts, shocks, shoes and cap. At present the Company gives a sum of Rs. 5,100/- every three years to the pilots for this purpose. I suppose with the inflation and assuming that the pilots require at least four trousers, four

shirts, two shocks, one pair of shoes and one cap every year and taking into account that they have to maintain it in proper shape, I consider it reasonable that a sum of Rs. 10,000/- per year ought to be given to the pilots for the purpose and upkeep of their dresses.

59. Issue No. 25 : Whether the demand of Pilots Guild for insurance coverage (i) Rs. 25 lakhs and continued employment, re-employment in case of loss of license and (ii) insurance covering of Rs. 25 lakhs and employment of a family member in case of death is justified ?

Under the present system the insurance cover for loss of license is Rs. 8 lakhs. Under the Settlement reached between the Company and the Union on 12th June, 1996, operative from 31st December, 1996, the clause in this regard reads as under :—

“The insurance scheme for pilots in respect of air crew accident and loss of license on medical ground shall not be less than that prevailing in Indian Airlines.”

Admittedly, at the time of Settlement insurance cover both for loss of license and on death was Rs. 8 lakhs in the Indian Airlines also and it is now Rs. 25 lakhs. It is the claim of the Union that in view of the Settlement clause referred to above, the insurance cover in Pawan Hans should also be raised to Rs. 25 lakhs. As against this the case of the Company is that though the clause is a little vague but since at the material time the insurance cover in Indian Airlines was Rs. 8 lakhs the clause means and can only mean that the insurance cover would not be less than Rs. 8 lakhs. In any event it cannot be disputed that there is a dispute between the parties about it and I as an Umpire have to decide as to what should be the reasonable insurance cover. While revising the wage structure of the pilots of Pawan Hans that having regard to the factors such as Pawan Hans is a rotary wing Indian Airlines is a fixed wing, Pawan Hans runs non-schedule flights whereas Indian Airlines flies scheduled flights the nature, volume and clientele of Indian Airlines is materially different from Pawan Hans. I have fixed the wage structure at or near about 2/3rd of the wage structure of the pilots of Indian Airlines. Besides, it is seen that insurance for loss of license is linked with the emoluments and Rs. 25 lakhs is only a ceiling. Naturally in the case of Pawan Hans also for loss of license the calculation will be made in the first instance on the basis of that formula and it is only if such an amount exceeds Rs. 15,00,000 that insurance for loss of license would be pegged to Rs. 15,00,000. I would consider it fair and reasonable if the insurance cover in the case of Pawan Hans is increased to Rs. 15 lakhs, both in case of loss of license and in case of death.

60. Issue No. 26 : Whether and to what extent the demand of Pilots Guild for annuity on the basis of full last pay drawn salary till the date of superannuation in the event of the employment being not offered or not accepted by the concerned pilots is justified ?

The case of the Union is that the pilots of Indian Airlines and Air India are eligible to these benefits and that the pilots of Pawan Hans ought to be given

similar benefits. Apart from the comparison, no other justification is given for the demand. As I have already bracketed the four category of pilots with the similar categories of the company's officers I am of the view that except for the insurance cover which the pilots are entitled to as a special case, they should be given the same treatment. Employment ought to be offered by the Company on compassionate grounds. In the even the employment offered is not accepted by the concerned pilot, such pilot is certainly not entitled to any other annuity. On the other hand if for reasons such as commercial expediency employment cannot be offered by the Company to such pilots even then the present practice should continue and the Company cannot be forced to pay any annuity to such a pilot.

61. Issue No. 27 : Whether and to what extent the demands of the Pilots Guild as regards (a) air travel on duty; (b) five star hotel accommodation; (c) free interline facilities; (d) free passage for self and family on IATA and other domestic airlines are justified? Pawan Hans is not a scheduled airline like Indian Airlines or Air-India. It does not, rather cannot have any reciprocal arrangement with scheduled airlines for free air tickets for its staff. Accordingly, the pilots in my opinion, be bracketed with the category of officers in which they fit in and it will only be reasonable if they are provided the same facilities as regards air travel on duty, hotel accommodation, free passages as the officers of their category in the Company are entitled to.

62. The issues in this case have been framed on the basis that the Company accepts the relief given by the learned Arbitrator Mr. Krishnamoorthy and Union limits its demands to what is offered by the learned Arbitrator Mr. Jafiani. Therefore, notwithstanding whether I have or I have not dealt with any issue in this award, the position of the pilots would not be worse than what it would be under the award of learned Arbitrator Mr. Krishnamoorthy. It would also not be better than what is awarded by the learned Arbitrator Mr. Jafiani.

63. In sum my Award is as under :—

Issues:	Relevant paras
1	2
No. 1 Union's claim partly accepted	24 to 30
No. 2 Union's claim is accepted	31 to 32
No. 3 Union's claim is accepted	33
No. 4 & Rejected	34 to 37
24	
Nos. 5; 6 Rejected, except for the general	38 & 39
and 7 observations in favour of the	
Union	
Nos. 8 Rejected, except for the general	49
& 9 observations in favour of the	
Union.	
Nos. 10 Union's claim partly accepted	40
and 11	

1	2
No. 11 Union's claim rejected except for the general observations in favour of the Union	47
No. 13 Union's claim partly accepted	48
No. 14 Rejected	50
No. 15 Partly accepted	51
No. 16 & Partly accepted	52
17	
No. 18 Partly accepted	53
No. 19 Rejected	54
No. 20 Rejected	55
No. 21 Accepted	56
No. 22 Accepted	57
No. 23 Partly accepted	58
No. 25 Partly accepted	59
No. 26 Rejected except the general	60 & 61
& 27 observations made in favour of the Union	

It may be added that the award does not in term deals with the questions as regards DA, HRA and CCA as also about the adjustment of adhoc amount of Rs. 1,90,000 received by the line pilots as a result of interim Award, as there were no such issues before me for adjudication. But this only means that on or after the date from which this Award is operative, the pilots are entitled to DA, CCA and HRA as other officers of the Company in corresponding categories would be entitled to, had the Company accepted Justice Mohan Committee's report in regard to the other Officers. As regards adjustment of adhoc amount of Rs. 1,90,000 received by the pilots, the unanimous direction of the two learned Arbitrators that the same would be adjusted against the finally determined amount as payable under this Award shall operate.

JUSTICE T. D. SUGLA (Retd.), Umpire

नई दिल्ली, 17 नवम्बर, 2000

का आ. 2710:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-11-2000 को प्राप्त हुआ था।

[सं. एल-20012/371/91-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th November, 2000

S.O. 2710.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 14-11-2000.

[No. L-20012|371|91-IR(C-I)]

S. S. GUPTA, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) (2A) of the Industrial Disputes Act, 1947

Reference No. 94 of 1992

PARTIES :

Employers in relation to the management of
Lodna Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri Sarju Prasad, Presiding Officer.

APPEARANCES :

For the Employers—Shri R. C. Jha, Advocate.

For the Workman—Shri S. K. Sinha, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 24th October, 2000

AWARD

By Order. No. L-20012(371)|91-I.R. (Coal-I) dated the 31st August, 1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Lodna Colliery under Lodna Area of M/s. Bharat Coking Coal Ltd., in dismissing Shri Ram Binod Dubey, Surface Trammer vide letter No. BCCL/DCME|90-Dismissal|41|0253, dated 30-4-90|2-5-90 is justified? If not, to what relief the workman is entitled?”

2. The brief facts giving rise to this industrial dispute is that the concerned workman, Ram Binod Dubey, was working at Lodna Colliery of M/s. B.C.C. Ltd. as Surface Trammer. He was issued a chargesheet dated 21-2-90 alleging that he entered the office chamber of Sri D. D. Goswami, Welfare Officer of the colliery on 21-2-90 at about 8.45 A.M., abused him, threatened him and assaulted him causing injury to Sri Goswami. Thus he has committed misconduct under Clause 29(1), 29(5), 29(7) and 29(19) of the Certified Standing Order. The concerned workman submitted his explanation denying the charges. He, however, admitted that in the morning hours of 21-2-90 he had gone to the office of Welfare Officer to enquire about provision of fan in his quarter, but the Welfare Officer became excited and he had slept

sustaining injury from the table of the office. The management did not mind the reply of the concerned workman satisfactory, therefore a domestic enquiry was constituted in which the concerned workman took part. The management produced its witness during the course of domestic enquiry which were allowed to be cross-examined by the concerned workmen or his co-worker. The concerned workman, Ram Binod Dubey, was also allowed opportunity to give his own statement and to examine witnesses in his defence. However, the concerned workman has not adduced any defence witness except his own statement. The Enquiry Officer submitted report finding the concerned workman guilty of the misconduct. The management thereafter issued a second show-cause notice enclosing the copy of the enquiry report and thereafter he was dismissed from service by letter dated 30-4-2-5-90. The sponsoring union has raised the industrial dispute alleging that the Enquiry Officer was biased. The charges of misconduct were not proved, yet the Enquiry Officer submitted report holding the concerned workman guilty of misconduct without materials on record and that the concerned workman is totally innocent and he has not committed any misconduct.

3. The management, on the other hand, has submitted that the concerned workman has committed misconduct by abusing his senior boss, Sri D. D. Goswami, Welfare Officer of the colliery, threatening him and had assaulted causing him injury, therefore he has committed serious misconduct and he is not fit to be retained in service. The management has further pleaded that before dismissal the concerned workman was issued a chargesheet and given opportunity to submit his explanation but his explanation was found not satisfactory, therefore the management had constituted an enquiry. The concerned workman took part in the enquiry. He was given full opportunity to cross-examine the witnesses of the management and also to adduce his own evidence in defence. He was also made available all the relevant papers and copy of enquiry report and considering the gravity of the misconduct committed by him the management has dismissed him, therefore the action of the management is justified and the concerned workman is not entitled to any relief.

4. During the course of hearing of this reference the propriety and fairness of the enquiry was taken up as preliminary issue. But the learned representative of the concerned workman fairly conceded that the enquiry conducted by the management is quite fair and proper. Accordingly by order dated 7-4-94 the domestic enquiry has been held to be fair and proper.

5. Now the only question is whether on reappraisal of the evidence adduced during the domestic enquiry the management has been able to prove the misconduct for which the concerned workman was issued chargesheet and if so, whether the punishment awarded by the management is proportionate to the misconduct committed by him.

FINDINGS

6. The management has brought on record the entire proceeding of the domestic enquiry and papers filed during the domestic enquiry. Ext. M-1 is the

original complaint of Sri D. D. Goswami, Welfare Officer in which he has alleged that on the date and time of occurrence i.e. on 21-2-90 at 8.45 A.M. he was going to talk to Dy. P.M.'s office from his office then the concerned workman, Ram Binod Dubey came and asked him about his ceiling fan to be issued. He replied that it is under process and will be issued to him as soon as it is made available. Then he shouted and told that he has not been provided with the fan, does it require to be supplied from the father's house of Goswami? He also abused him, threatened him, caught hold him and assaulted by his hand as a result of which he was injured near chest and on his head. The complainant Sri D. D. Goswami has been examined during the course of domestic enquiry and he has fully supported the allegation in the complaint petition. I have gone through his evidence recorded during the domestic enquiry and cross-examined by the concerned workman but I do not find anything to disbelieve his testimony. The management has again examined MW-2 during the domestic enquiry who is a Head Security Guard, Rameshwar Rai. He has said that he reached their on alarm and found that the concerned workman and Sri D. D. Goswami had caught hold each other. He also found that Shri Goswami was having bleeding injury on his chest. There is nothing in his cross-examination to disbelieve. Thus I find that a part of the occurrence is also supported by Rameshwar Rai, Head Security Guard. The last witness of the management is Bharat Bhusan Prasad, a clerk who too fully supported the occurrence. He has supported that Ram Binod Dubey, the concerned workman had come there to enquire about the fan and during the course of conversation he became heated and he started abusing Sri Goswami. He had also seen the bleeding injury in the person of Sri Goswami. The concerned workman has also given his statement although he has denied to have assaulted the Welfare Officer, but he has admitted that the Welfare Officer, Sri Goswami had sustained injury. But according to him, he sustained injury as he slept down from the table at his office. But no defence witness has been examined by him in support of his plea. Furthermore, I find in his reply also that he has not whispered of word about sustaining injury by the table. The management has produced the medical report of the injury from which it appears that the Welfare Officer, Sri Goswami had received injury as alleged by him. Thus, I find from the materials available on record that the charge of misconduct is well proved against the concerned workman and the finding of the Enquiry Officer is perfectly justified. Now coming to the question of punishment I find that the concerned workman has not only abused and threatened the Welfare Officer of the colliery, rather he has also assaulted him and in my opinion in order to maintain dis-

cipline in the industry such a workman cannot be thrashed upon the management. The action of the concerned workman in assaulting his superior is not only riotous act, rather it is also subversive of discipline and insubordination. Therefore the action of the management in dismissing him is fully justified and the concerned workman is not entitled to any relief.

7. In the result I render—

AWARD

That the action of the management of Lodna Colliery of M/s. B.C.C. Ltd. in dismissing the concerned workman, Ram Binod Dubey, Surface Trammer, is fully justified and he is not entitled to any relief.

SARJU PRASAD, Presiding Officer

नई दिल्ली, 17 नवम्बर, 2000

का.आ. 2711.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-11-2000 को प्राप्त हुआ था।

[सं. एल-20012/283/91-आई.आर. (सी-I)]

एस. एस. गुप्ता, अव्वर सचिव

New Delhi, the 17th November, 2000

S.O. 2711.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. C. C. Ltd. and their workman, which was received by the Central Government on 14-11-2000.

[No. L-20012/283/91-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) (2A) of the Industrial Disputes Act, 1947.

Reference No. 2 of 1993

PARTIES

Employers in relation to the management of Rajrappa Coal Washery of M/s. C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri Sarju Prasad, Presiding Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate, and Shri B. B. Singh, General Manager.

For the Workmen : Shri D. Mukherjee, Secretary, Bihar Colliery Kamgar Union.

STATE : Bihar.

INDUSTRY : Coal.

Dated, the 25th October, 2000

AWARD

By Order No. L-20012/283/91-I.R.(Coal-I) dated the 17th December, 1992 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Rajrappa Coal Washery of M/s. C.C.L. in not regularising S/Shri Kartik Mahato and 160 others workers is legal and justified? If not, what relief they are entitled to?”

2. The brief facts giving rise to this industrial dispute is that Bihar Colliery Kamgar Union has sponsored this dispute alleging that Kartik Mahato and 160 persons whose names find place in the order of reference had been working continuously under the direct control and supervision of the management of Rajrappa Coal Washery of M/s. C.C. Ltd. in the job of slurry cleaning since long which is a permanent nature of job and their attendance in each calendar year was more than 240 days. According to the sponsoring union the work of the concerned persons are removal of slurry from slurry ponds and to stack them in a place and load them in dumpers. The job of slurry removal being a permanent nature of job has been prohibited to be done through contractor by a Notification of the Central Government issued

in the month of November, 1990. Although the concerned persons Kartik Mahato and 160 other persons named in the reference order are doing the job of slurry removal and loading of slurry which is a coal particle into trucks which is already prohibited category of job since February, 1975, but the concerned persons are being paid much less wages than the prescribed wages under NCWA. Further, according to them alongwith the concerned persons work under the direct supervision and control of the management of Rajrappa Coal Washery but in order to deprive them from legal wages a perfect paper arrangement has been made by the management.

3. The management has filed a written statement-cum-rejoinder to the written statement of the sponsoring union in which they have taken a plea that the present industrial dispute is not a valid industrial dispute within the meaning of Sec. 2(k) of the I.D. Act, 1947, the sponsoring union is not competent to sponsor the case of the concerned persons as they are not members of the sponsoring union, no employer employee relationship exists or existed between the management and the concerned persons and they are strangers to the management, the coal washery is a factory within the meaning of Factories' Act, 1948 and does not come within the meaning of Sec. 2(j) of the Mines Act, 1952 or a Colliery, therefore the Central Government is not an appropriate Government and the reference is bad for this reason

4. The case of the management on merit is that at Rajrappa Coal Washery raw coal product from different mines are washed for beneficiation and special grade coal obtained for using in steel plants and in process of washing of coal some small coal particles called tailings and rejects flow out of washery which is referred to as slurry. This slurry is collected outside washery premises i.e. outside the factory premises into ponds where slurry got settled. According to them for sometime the job of removal of slurry from slurry ponds was entrusted on contract basis to a Co-operative Society called “Asangathi Shramik Sahayog Samiti Ltd”, Rajrappa Washery. The said Society is a Co-operative Society registered under Co-operative Societies Act and some of the members of that Co-operative Society has worked in

the job of slurry removal but according to the management all the 161 persons named in the reference have never worked. They have said that between 11-4-88 to 26-2-91 the aforesaid job of slurry removal was entrusted to the said Co-operative Society. However, according to them although the Central Government has issued a notification prohibiting removal of slurry through contractor under Sec. 10 of the Contract Labour (Regulation & Abolition) Act, 1970 in December 1990, but the notification is defective and non-est in the eye of law because it did not refer to any particular coal washery and the name of coal washery has not been mentioned. Similar notification was issued in the year 1975 prohibiting contract system in the job of loading coal, specifically mentioning that such prohibition would apply to all collieries. Since there is no special word that the notification of December, 1990, will apply to all coal washeries the same is defective. Apart from that after the issue of notification the management of Rajrappa Coal Washery have stopped the contract system for removal of slurry. According to the management of Rajrappa Coal Washery few persons named in the reference order have worked under the contractor i.e. the Labour Co-operative Society, but all of them have not worked and majority of them are job-seekers. Since they are the workers of the contractor, therefore, the management is not obliged to regularise them or absorb them in permanent employment. Under such circumstances, the management has prayed to give an award in favour of the management.

5. From the pleadings of the parties the following points arise for consideration in this reference :—

(i) Had the concerned persons Kartik Mahato and 160 others as per list attached in the reference order been working as slurry removal mazdoors which is a job in which contractual labour is prohibited? If so, are they entitled for absorption in the permanent employment of the management?

(ii) Is the reference bad and the Central Government incompetent to refer the dispute?

6. FINDINGS :

Point No. (ii).

The plea of the management of Rajrappa Coal Washery is that the washery is a factory within the

meaning of Factories' Act, 1948 and in order to prove this they have filed certain licence granted under the Factories' Act. According to them this washery or slurry removal pond is not a mine, therefore the Central Government is not an appropriate Government to refer the present industrial dispute. The Secretary of the sponsoring union, on the other hand, has submitted the Hon'ble Supreme Court has already held that slurry pond is mine, so the Central Government is the appropriate Government in a ruling reported in PLJR-Vol-I-1991 page 3 in a case between M/s. Central Coalfields Ltd. VS. Industrial Fuel Marketing Company and others, therefore the plea of the management has got no force and on that score the reference cannot be said to be bad in law. He has further drawn my attention to the definition of appropriate Government as defined in Section 2(a)(i) in which it has been mentioned that in relation to any industrial dispute concerning any industry carried on by or under the authority of Central Government or..... a minethe Central Government is the Appropriate Government.

In the present case Rajrappa Coal Washery is a sister concern of M/s. C.C. Ltd. which is admitted in the written statement of the management itself. The entire coal industry stand nationalised and the Central Government is in that way owner of the Central Coalfields Ltd. and thus the coal washery in question is carried on by or under the authority of the Central Government and therefore there is no doubt that the Central Government is the appropriate Government in relation to a coal washery, therefore, I find there is no merit in the plea of the management that the Central Government is not an appropriate authority and on that score the reference suffers from lack of jurisdiction. Accordingly, I find and hold that the Central Government is the appropriate Government with respect to coal washery and the removal of slurry from slurry pond is connected work of the coal washery.

The management in its written statement has taken a plea that the concerned persons are not members of the sponsoring union, therefore the sponsoring union is not competent to sponsor the industrial dispute. But the management has not even suggested this plea to WW-1, Brij Lal Mahato, one of the concerned persons. Therefore it appears that they have abandoned this plea.

From the discussions made above I find that the present reference is not at all bad in the eye of law.

7. Point No. 1:—It is the admitted case of the parties that the Central Government has issued a notification prohibiting engagement of contractor in the job of slurry removal but according to the management since in the said notification either the name of coal washery or there is no word indicating that the same is applicable to all coal washeries, therefore the said notification is bad and non-est. Again I find that this contention of the management is mis-conceived because if there is no mention of the name of coal washery then by itself it means that the removal of slurry is a job in which engagement of contractor is prohibited in view of the permanent nature of job in all the coal washeries. The management's witness No. 1 Swapan Kumar Kar Mazumdar has admitted that the slurry is being deposited inspite of the fact that they have installed machine preventing bleeding of slurry and slurry is deposited in five ponds, two of which are situated within the premises of coal washery and rest three are outside the coal washery. He has come to say that the slurry deposited in two ponds inside coal washery are being cleaned by machine but slurry deposited outside the coal washery is manually cleaned. However, the management has not whispered that the coal washery has an arrangement of cleaning slurry from inside ponds of the washery through machine. To the contrary, according to their written statement they are engaging contractor for removal of slurry which is a Co-operative Society formed by the workers themselves. Therefore, the evidence of MW-1 is beyond the plea of the management and it is just possible that after prohibition of engagement of contractor in the job of slurry removal the management might have installed machine for removal of slurry from the ponds situated inside the factory premises of the washery. But it is admitted that the outside slurry ponds are manually cleaned. The management has taken a plea that after December, 1990 they have stopped the contract work but no evidence has been led to prove this fact. The only witness examined by the management, Swapan Kumar Kar Mazumdar has stated that he does not know if the concerned workmen are still doing the work of slurry removal and load the same in dumping trucks. This means MW-1 is totally ignorant of the fact that whether the job of

engagement of contractor for slurry removal is still going on after the notification of the Government in the month of December 1990. The concerned persons, on the other hand, have examined Brij Lal Mahato who has stated that they were working in the job of slurry removal since 1988 and they are still working there. He was examined on 2-11-1995. As against this there is no evidence on behalf of the management by any competent witness to deny this slurry removal job is not being performed by the concerned persons. The management in its written statement has admitted that very few persons named in the reference order had been working in the job of slurry removal under a contractor which is a registered Labour Co-operative Society called "Asanggathit Shramik Sahyog Samiti", but they have not given exact number of persons or their names who were working under the said Society. As a principle employer the management of Rajrappa Coal Washery is supposed to supervise the payment of wages under the Contract Labour (Regulation and Abolition) Act, 1970 and they could have produced the muster roll register-cum-payment sheet to prove that only a fraction of persons named in the reference order have worked under the contractor and bulk of them are persons who have never worked there, but the management has not done so. The concerned persons, on the other hand, have filed xerox copy of the muster roll register-cum-payment sheet, Ext. W-1 which shows that all the persons had worked in the job of slurry removal and loading of slurry. Besides that the concerned persons have filed a notice of A.L.C.(C), Hazaribagh dated 10-7-95 from which it appears that the L.E.O.(C), Hazaribagh has inspected the establishment of Asanggathit Shramik Sahyog Samiti Ltd. on 30-6-95 under Contract Labour (Regulation and Abolition) Act, 1970 and he reported that the job which this Co-operative Society is doing is actually removal of slurry which has been prohibited under the notification dated 11-12-90 by the Central Government. Thus it is apparent that L.E.O.(C), Hazaribagh had found the so-called contractor, Asanggathit Shramik Sahyog Samiti Ltd. getting the job of slurry removal done by its workers on 30-6-95 i.e., more than five years after the issue of notification by the Central Government prohibiting engagement of contractor for such job. The concerned persons have also filed another letter of A.L.C.(C), Hazaribagh dated 30-7-95 revoking the licence granted to M/S,

Asangathit Shramik Sahayog Samiti Ltd. under Contract Labour (Regulation and Abolition) Act, 1970 on the ground that the contractor is doing the job of slurry removal which is prohibited category of job for engagement of contractor. Besides this the management has also filed some work orders issued to the said Labour Co-operative Society from which it appears that the work orders were issued to the contractor for slurry removal which is dated 26-2-91 vide Ext. M-21 and the job was completed on 20-12-92. This clearly shows that the management of Rajrappa Coal Washery has not stopped engagement of contractor even after the issue of notification prohibiting engagement of contractor in the job of slurry removal. It is admitted that the said notification was issued in the month of December 1990 to be more precise, was made effective w.e.f. 11-12-90.

8. Therefore from the materials on record I find that apart from the evidence of WW-1, Brij Lal Mahato, the muster roll register-cum-payment sheet, Ext. W-1, notice of the A.L.C (C), Hazaribagh and the own documents of the management Ext. M-21 it is clear that the job of slurry removal was being performed by so-called Labour Co-operative Society even after the prohibition of the job to be done by the contractor. The management has not led any evidence to prove that after December 1990 it has not entrusted the job of slurry removal to any contractor. The only witness MW-1 has categorically stated that he does not know if the concerned persons still do the job of slurry removal. In coal washery deposit of slurry is continuous process, therefore its removal is also a continuous and permanent nature of job which stand declared by the Central Government prohibiting for engagement of the contractor. Therefore from the material available on record I find that all the concerned persons had been working in the job of slurry removal even after the same was prohibited by the Central Government by notification issued in the month of December 1990 with effect from 11-12-90.

9. The question is if the employer gets a job prohibited under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970 through contractor then are the contractor's labour entitled for absorption in the permanent employment of the management? The answer has already been given by the Hon'ble Supreme Court of India in the case of Air India Statutory Corporation Vs. United Labour Union and others reported in 1997 L.L.R. page 288. The Hon'ble Supreme Court has been pleased to hold that "when the contract labour system is abolished under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970 by necessary implication the principal employer is under statutory obligation to absorb the contract labour with effect from the date on which engagement of contractor was prohibited." Similar view has been taken in the

case of United Labour Union and Ors. VS. Union of India and Ors. reported in 1990 C.L.R. page 363. Our own High Court also in CWJC No. 2793/91(R) between employers in relation to the management of Dugda Coal Washery of M/S. BCCL VS. Presiding Officer, Central Government Industrial Tribunal and another has been pleased to hold that in view of judgement of Apex Court in Air India Statutory Corporation Vs. United Labour Union (1997 lab. I.C. 365) the employment of contractor in slurry removal job after notification prohibiting engagement of contract labour the principal employer is under obligation to absorb all the contract labours. The management of Dugda Coal Washery of M/S. BCCL had filed Special Leave to Appeal (Civil) No. 1104/99 against the judgement and order of the Hon'ble Patna High Court, Ranchi Bench, Ranchi dated 8-10-98 in CWJC No. 2793/91(R) in which also the order of the Hon'ble High Court was upheld except in case of five workmen whose names were not found in the contractor's list.

10. Thus, it is settled by the Apex Court and also by our own High Court that contract labour doing the job of slurry removal are entitled for absorption after the prohibition of the said job through contract labour. Therefore, in the present case I find that the sponsoring union has been able to prove that all the concerned persons were working in the job of slurry removal even after the provision of the job through contract labour by issue of notification with effect from 11-12-90 by the Central Government under Sec. 10 of the Contract Labour (Regulation and Abolition) Act, 1970, therefore they are all entitled for regularisation with effect from 11-12-90. But in my opinion, in the circumstances of the case and taking into view that M/S. C.C. Ltd. is incurring heavy loss for several years and there is no evidence that the concerned persons were not gainfully employed even after stopping them from work by the management of Rajrappa Coal Washery, they are not entitled for back wages. However for the purpose of gratuity and for pay fixation they will be deemed to be in service with effect from 11-12-1990.

11. In the result I render—

AWARD

That the action of the management in not regularising S/Shri Kartik Mahato and 160 others in the permanent employment of the management is not justified and the concerned persons named above are entitled for regularisation. The management is directed to regularise them within 30 days from the date of publication of the award failing which the concerned persons shall be entitled for wages from the date of this award as prescribed under N.C.W.A. with interest at the rate of 12-1/2 per cent per annum.

SARJU PRASAD, Presiding Officer

ANNEXURE to the Ministry's Order No. L-20012/283/91-IR(Cole -I) dt.17.12.92
ASANGAT SHRAMIK SAHYOG SAMITI LTD. RAJRAPPA WASHRY

Sl.NO.	Name	Post	Father's Name	Village	Post office	Thana	District
1	2	3	4	5	6	7	8
1.	Kartik Mahto	Mazdoor	Samial Mahto	Borobing	Barkipona	Ramgarh	Hazaribagh
2.	Pana Devi	- do -	Gurudayal Bedia	-do-	-do-	-do-	-do-
3.	Bilaso Devi	-do-	Gansu Bedia	-do-	-do-	-do-	-do-
4.	Sukhlal Mahto	-do-	Lubar Mahto	Ukrid	Soso	-do-	-do-
5.	Laltu Mahto	-do-	Jhumlal Mahto	Sikni	Sikni	-do-	-do-
6.	Hiralal Mahto	-do-	Rupa Mahto	Borobing	Barkipona	-do-	-do-
7.	Tikendar Mahto	-do-	Deoki Mahto	Sikni	Sikni	-do-	-do-
8.	Sukhdeo Mahto	-do-	Late Zhadunath Mahto	Marangmarcha	Chitarpur	-do-	-do-
9.	Khurshid Ansari	-do-	Haroon Rashid	Borobing	Barkipona	-do-	-do-
10.	Karim Mahto	-do-	Sohan Mahto	Sikni	Sikni	-do-	-do-
11.	Brijlal Mahto	-do-	Mali Mahto	Barki Dundi	Karma	Mandu	-do-
12.	Himsagar Ram	-do-	Dalchand Mahto	Barkipona	Barkipona	Ramgarh	-do-
13.	Ramkisto Singh	-do-	Late Digamber Singh	-do-	-do-	-do-	-do-
14.	Barju Mahto	-do-	Bhola Mahto	Sikni	sikni	-do-	-do-
15.	Krishna Kumar	Vishwakarma	-do- Tibhu Karmali	Hathgadha	Banda	Gola	-do-
16.	Bharath Ram	-do-	Lalkishan Ram	Sikni	Sikni	Ramgrah	-do-
17.	Lakhan Ram Bedia	-do-	Charku Bedia	Hurpa	Murpa	Gola	-do-
18.	Ramji Bedia	-do-	Kuleshwar Bedia	Jobhia	Benda	-do-	-do-
19.	Panchit Mahto I	-do-	Mana Mahto	Ukrid	Soso	Ramgarh	-do-
20.	Naresh Mahto I	-do-	Puran Mahto	Jobhia	Banda	Gola	-do-
21.	Basudeo Mahto	-do-	Khakhul Mahto	Marangmarch	Chitarpur	Ramgarh	-do-
22.	Jura Uraon	-do-	Late Kangru Uraon	Kurgi	Shivnathpur	Sisai	Ranchi
23.	Ramadhan Mahto	-do-	Balu Mahto	Sikni	Sikni	Ramgarh	Hazaribagh
24.	Tuphan Paswan	-do-	Mahabir Paswan	Chhattar	Chhattar	-do-	-do-
25.	Somar Mahto	-do-	Kitak Mahto	Barki Dundi	Karma	Mandu	-do-
26.	Dukhni Devi	-do-	W/o Jangla Bedia	Hakedag	Hakedag	Sili	Ranchi
27.	Ram Lagan Bedia	-do-	illegible	illegible	Murpa	Gola	Ramgarh
28.	Mantarima Devi	-do-	w/o Barsa Bedia	Borobing	Barkipona	Ramgarh	-do-
29.	Subaso Devi	-do-	w/o Mangra Bedia	Borobing	Barkipona	Ramgarh	H. bagh
30.	Sukhdeo Manjhi	-do-	Ramji Manjhi	Bhuchundih	R.P	-do-	-do-
31.	Mumtaz Ansari	-do-	Md. Bashir	Barkipona	Barkipona	-do-	-do-
32.	Lakhan Manjhi	-do-	Shyamlal Mahto	Bhuchundih	Rajrappa Project	-do-	-do-
33.	Mahendra Paswan	-do-	Ramchandra paswan	Bhaghar	imarnganj	imarnganj	Gaya
34.	Murli Mahto	-do-	Mahesh Mahto	jobnia	Banda	Gola	Hazaribagh
35.	Khileswar Kewat	-do-	Somra Kewat	Bhuchundih	R. Project	Ramgarh	-do-
36.	Misrilal Mahto	-do-	Harkhu Mahto	Sikni	Sikni	-do-	-do-
37.	Chetlal Berdi	-do-	janki Bedia	Bhubhui	Murpa	Gola	-do-
38.	Lalita Devi	-do-	w/o jano Bedia	-do-	-do-	-do-	-do-
39.	Akli Devi	-do-	w/o Suresh Bedia	-do-	-do-	-do-	-do-
40.	Binat Kumari	-do-	Lal soy Bedia	-do-	-do-	-do-	-do-
41.	Kaamil Devi	-do-	w/o Shiblal Bedia	-do-	-do-	-do-	-do-

42. Matukram Bedia	-do-	Chamu Bedia	Ichatu Dumardiha	Ichatu Ramgarh	-do-
43. Kuleshwar K. Dangi	-do-	Pairu Mahto	Badam	Badam Barkagaon	-do-
44. Iudheswar Mahto	-do-	Sukar Mahto	Ukrid	Soso Ramgarh	-do-
45. Satyadeo Singh	-do-	Mohar Singh	-do-	-do- -do-	-do-
46. Rama Rabidas	-do-	Bihari Rabidas	-do-	-do- -do-	-do-
47. Prakash Singh	-do-	Chakaldhar Singh	-do-	-do- -do-	-do-
48. Narain Mahto	-do-	Jaldhar Mahto	Sikni	Sikni -do-	-do-
49. Rajesh K. Perjapati	-do-	Radha Krishna Prajapati	chhattar	Chattar -do-	-do-
50. Sitaram Prajapati	-do-	Mahabir Prajapati	-do-	-do- -do-	-do-
51. Raju Kewat	-do-	Sohan Kewat	Bhuchundih	Rajrappa Project	-do- -do-
52. Raju Mahto	-do-	Sonaram Mahto	Sikni	Sikni -do-	-do-
53. Jaibir Sinh	-do-	Urgelal Sinh	Ukrid	Soso -do-	-do-
54. Jageshwar Mahto	-do-	Rasu Mahto	Marangmercha	Chitarpur -do-	-do-
55. Babulal Mistri	-do-	Futun Mistri	Pochara	Barkabana Patratu	-do-
56. Chinilal Mistri	-do-	Prasadi Mistri	Dulmi	Dulmi Ramgrah	-do-
57. Bushni Kumari	-do-	Maghu vediya	Borobing	Barkipona -do-	-do-
58. Dinesh Paswan	-do-	Ishri Paswan	Chatapur	Dumriya Dumriya	Gaya
59. Fulo Kumari	-do-	Baji vediya	Borobing	Barkipona Ramgarh	Hazaribagh
60. Ramjatan Mahto	-do-	Late Banwari Mahto	Barkipona	-do- -do-	-do-
61. Om Prakash Karmali	-do-	Guni Karmali	Sarangatu	Saram Gola	-do-
62. Madhu Mahto	-do-	Sawan Manto	Sosokhurd	Sosokalan -do-	-do-
63. Rajesh K. Chauhan	-do-	Ramjanam Sinh	Pariyara	Tildag Garhwa Plamu	
64. Samlal Mahto	-do-	Sukhan Mahto	Chotkilari	Barkilari R. Garh	H. bagh
65. Nirmal Mahto	-do-	Balram Mahto	Marangmercha	Chitarpur -do-	-do-
66. Chaitu Mahto	-do-	Late Kashi choudhri	-do-	-do- -do-	-do-
67. Naresh Mahto	-do-	Turu Mahto	-do-	-do- -do-	-do-
68. Rajkishor Munda	-do-	Ramlal Munda	Ramgarh	Ramgarh -do-	-do-
69. Kesho yadav	-do-	Chakkal Yadav	-do-	-do- -do-	-do-
70. Basanti Devi	-do-	Ramdayal vediya	Borobibg	Barkipona -do-	-do-
71. Budhni Devi	-do-	w/o Kripal sinh	Bhuchundih	Dugul Colony R. Project	-do- -do-
72. Lila Devi	-do-	Maniram vediya	Barlenga	Berlenge Gola	-do-
73. Suresh Mahto II	-do-	Turu Mahto	Marangmercha	Chitarpur R. Garh	-do-
74. Pachu vediya	-do-	Uklu vediya	Hakedag	Hakedag Sili Ranchi	
75. Ramphal Mahto	-do-	Dalu Mahto	Marangmarcha	Chitarpur R. garh	H. Bagh
76. Kailash Manjhi	-do-	Mithu Manjhi	Bhurkatanr	Hasatu Jhalada	Purulia
77. Malo Devi	-do-	w/o Daho Manjhi	Bhuchundih	Rajrappa Project	Ramgarh H. Bagh
78. Karmi Devi	-do-	w/o Pathon vediya	Borobing	Barkipona -do-	-do-
79. Rambali Karmali	-do-	Tibhu Karmali	Hathgarh	Banda Gola	-do-
80. Barhan Karmali	-do-	Prasad Karmali	Ukrid	Soso Ramgarh	-do-
81. Mansu Mahto	-do-	Kansi Mahto	Maragmercha	Chitarpur -do-	-do-
82. Gokhim Mahto	-do-	Sahabram Mahto	Sikni	Sikni -do-	-do-
83. Ghakhul Munda	-do-	Jugnu Munda	Bhanpur	Ichatu -do-	-do-

84. Ghanesh Kewat	-do-	Late Indua Kewat	Bhuchundih	Rajrappa Project	-do-	-do-
85. Srikant Mahto	-do-	Ramu Mahto	Bamang	Toyar	Gola	-do-
86. Bhagirath Mahto	-do-	Bandhu Mahto	Bayang	Toyar	Gola	Hazaribag
87. Matuklal Mahto	-do-	Araglal Mahto	Khokha	-do-	-do-	-do-
88. Robin Mahto	-do-	Ganesh Mahto	-do-	-do-	-do-	-do-
89. Manrakhan Mahto	-do-	Makund Mahto	Gagari	Dahu	Sili	Ranchi
90. Balashwar Mahto	-do-	Ravi Mahto	-do-	-do-	-do-	-do-
91. Dhneswar Mahto	-do-	Babulal Mahto	Bayang	Toyar	Golo	Hazaribagh
92. Ramashwar Mahto	-do-	Chamu Mahto	-do-	-do-	-do-	-do-
93. Sunder Mahto	-do-	Damru Mahto	Gola	Gola	Gola	Gola
94. Vinodvishav Karma	-do-	Tibhu Karmali	Hathgarh	Banda	-do-	-do-
95. Habib Ansari	-do-	Ghulam Rasul	Barwadih Chotka	Barka Chumba	Mandu Chumba	-do-
96. Mukesh Kunsaw	-do-	Reva saw	Chhattar	Chhattar	Ramgarh	-do-
97. Yasin Ansari	-do-	Luddhi Ansari	Barwadih Chotka	Barka Chumba	Mandu Chumba	-do-
98. Bhagirath Mahto I	-do-	Chandicharan Mahto	Ukrid	Soso	Ramgarh	-do-
99. Nasrul Ansari	-do-	Luddih Ansari	Barwadih Chotka	Barka chumba	Mandu Chumba	-do-
100. Seoki Mahto	-do-	Dharmnath Mahto	Bghenpur	Tohatu	Ramgarh	-do-
101. Mustakim Ansari	-do-	Rojid Ansari	Chaingadda	Patratu	patratu	-do-
102. Suresh Mahto III	-do-	Ghana Mahto	Urkid	Soso	Ramgarh	-do-
103. Topan Mahto	-do-	Ganesh Mahto	Byang	Toyar	Gola	-do-
104. Lakhan Mahto	-do-	Newilal Mahto	-do-	-do-	-do-	-do-
105. Islam Ansari	-do-	Rojan Ali	Chari	Chari	-do-	-do-
106. Dhneswar Mahto	-do-	Sahju Mahto	Bhenpur	Soso	Ramgarh	-do-
107. Salim Ansari	-do-	Halim Ansari	Bayang	Toyar	Gola	-do-
108. Premnath Chaudhri	-do-	Ramsundar Mahto	Urkid	Soso	Ramgarh	-do-
109. Bisheswar vediya	-do-	Ramphal vediya	Borobing	Barkipong	-do-	-do-
110. Mohilal Manjhi	-do-	Ramphal Manjhi	Jobhiar	Benda	Gola	-do-
111. Mustakim Ansari	-do-	Rojid Ansari	Hehal	Chaingaddn	Patratu	-do-
112. Ramjatan vediya	-do-	Mangra vediya	Borobing	Barkipona	Ramgarh	-do-
113. Zahir Ahmad	-do-	Abdul Quadir	Chari	Chari	gola	-do-
114. Sukhlal Mahto	-do-	Sadhu Mahto	Ukrid	Soso	Ramgarh	-do-
115. Tulsi Bedia	-do-	Roso Bedia	Hakedag	Hakedag	Sili	Ranchi
116. Dhaniram Mahto	-do-	Madan Mahto	Sikani	Sikani	Ramgarh	Hazaribagh
117. Dinesh Mahto	-do-	Savalal Mahto	Sikani	Sikani	Ramgarh	-do-
118. Lalmohan Bedia	-do-	Manki Bedia	Bedkipana	Borobing	Ramgarh	-do-
119. Anil Mahto	-do-	Chunu Mahto	Sikani	Sikani	Ramgarh	-do-
120. Khedan Mahto	-do-	Rusu Mahto	Marangmarch	Chitarpur	Ramgarh	-do-
121. Magha Mahto	-do-	Sitaram Mahto	-do-	-do-	-do-	-do-
122. Ashok Mahto	-do-	Shivanath Mahto	Ukarid	Soso	Ramgarh	-do-
123. Dasa Mahto	-do-	Jagadish Mahto	Sikani	Sikani	Ramgarh	-do-

124. Chando Devi	-do-	H/sahjiwan Bedia	Borobing	Bedakipona	Ramgarh	-do-
125. Mahazu Mahto	-do-	Sitaram Mahto	Marangmarch	Chitarpur	-do-	-do-
126. Jyotilal Mahto	-do-	Dinu Mahto	Ukarid	Soso	Ramgarh	-do-
127. Udaya Prasad	-do-	Mahendra Parsaen	Bhagahar	Emamganj	Emamganj	Gaya
128. Chhatru Mahto	-do-	Banodhi Mahto	Marangmarcha	Chitarpur	Ramgarh	-do-
129. Bilas Paswan	-do-	Dharmadev Paswan	Ganjana	Raniganj	Emamganj	Gaya
130. Jaldhar Mahto	-do-	Bhugalu Mahto	Bhanpur	Fehatu	Ramgarh	Hazaribagh
131. Jugal Mahto	-do-	Jagir Mahto Sikandar	barwahdih	Soso	Ramgarh	H. Bagh
132. Ratani Devi	-do-	Chandan Bedin	Borobing	Badakipona	Ramgarh	-do-
133. Rudani Devi	-do-	H/Kanahaya Bedia	Rampur	Rampur	Sili	Ranchi
134. Dipnarayan Sinha	-do-	D/Mohar Sinha	Ukarid	Soso	Ramgarh	Hazaribagh
135. Jangla Bedia	-do-	Bhurgu Bedia	Hakedag	Hakedag	Sili	Ranchi
136. Mahesh Kewat	-do-	Sohan Kewat	Bhuchundih	Rajrappa Project	Ramgarh	H. Bagh
137. Tulsi Kewat	-do-	Late Bhikhu Kewat	-do-	-do-	-do-	-do-
138. Bigal Kewat	-do-	Budhu Kewat	-do-	-do-	-do-	-do-
139. Lagani Devi	-do-	Mangar Mahto	-do-	-do-	-do-	-do-
140. Anwar Ansari	-do-	Ludhi Miya	Barwabdhichuma	Barke chumba	Gidi "A"	-do-
141. Charku Munda	-do-	Bansi Munda	Ramgarh	Ramgarh	Ramgarh	Hazaribagh
142. Sunil Kewat	-do-	Madhelu Mewat	Bhuchundih	Rajrappa Project	Ramgarh	H. Bagh
143. Sikari Kewat	-do-	charku Kewat	-do-	-do-	-do-	-do-
144. Chaman Kewat	-do-	Rehin Kewat	Bhuchundih	Rajrappa Project	Ramgarh	H. Bagh
145. Ashok Kumar Gupta	-do-	Durga Prasad Gupta	Tisari	Tisari	Tisari	Giridih
146. Sohan Bedia	-do-	Abhiram Bedia	Jobhiya	Benda	Gola	Hazaribagh
147. Jatru Mahto	-do-	Bhikhamung Mahto	Badakidundi	Karma	Mendu	Hazaribagh
148. Ratnu Urawa	-do-	Biru Urawa	Baharakhut	Kuju	Ormanjhi	Ranchi
149. Phuklehand Mahto	-do-	Rameshwar Mahto	Badakidundi	Karma	Mandu	Hazaribagh
150. Ashok Ram	-do-	Mathhur Ram	Padama	Padama	Barhi	Hazaribagh
151. Dhiraj lal Mahto	-do-	Mali Mahto	Badkidundi	Karma	Mandu	Hazaribagh
152. Rakesh K. Singh	-do-	Ramlakhan singh	Padhama	Padhama	Barhi	hazaribagh
153. Jayadhan Mahto	-do-	Puran Mahto	Baliya	Karma	Mandu	Hazaribagh
154. Dhanjoya K. Singh	-do-	Ram Manorth singh	Padhama	Padhama	Barhi	Hazaribagh
155. Basant Mahto	-do-	Late Narayan Mahto	Gidhi	Gidhi	Gidhi	-do-
156. Ajit Kumar	-do-	Ram Manorath Singh	Gidhi	Gidhi	Gidhi	-do-
157. Nagashwar Hazam	-do-	Bigu Thakur	Ukarid	Soso	Ramgarh	Hazaribagh
158. Kishori Kushwaha	-do-	Late Jalashwar Kushwaha	Badakipona	Badakipona		Hazaribagh
159. Bhola Mahto	-do-	illegible	Barkikundru	Barkikundru	Ramgarh	Hazaribagh
160. Dhubraj Mahto	-do-	Fulaki Devi	Bhanpur	Echatu	Ramgarh	Hazaribagh
161. Kitama Mahto	-do-	Jhhumlal Mahto	Sikani	Sikani	Ramgarh	-do-